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CITY & COUNTY OF SAN FRANCISCO

TREASURE ISLAND DEVELOPMENT AUTHORITY
ONE AVENUE OF THE PALMS,
BLDG. ONE, 2ND FLOOR, TREASURE ISLAND
SAN FRANCISCO, CA 94130
(415) 274-0660 FAX (415) 274-0299
WWW.SFTREASUREISLAND.ORG



MIRIAN SAEZ
DIRECTOR OF ISLAND OPERATIONS

GOVERNMENT
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SEP - 1 2010

NOTICE OF CANCELLED MEETING
TREASURE ISLAND DEVELOPMENT AUTHORITY

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NOTICE IS HEREBY GIVEN that the regular meeting of the Treasure Island Development Authority scheduled for Wednesday, September 8th, 2010 at 1:30 pm at 1 Dr. Carlton B. Goodlett Place, Room 400, City Hall, San Francisco, California, has been Cancelled.

The next regular meeting of the Treasure Island Development Authority Board of Directors will be held Wednesday, October 13th, 2010 at 1:30 pm at 1 Dr. Carlton B. Goodlett Place, Room 400, City Hall, San Francisco, California.

Treasure Island Development Authority

Relevant documents such as resolutions, staff summaries, leases, subleases are available at the Treasure Island Development Authority Office, One Avenue of the Palms, Second Floor, Treasure Island, and the Government Information Center at the Main Library, 100 Larkin Street. Public comment is taken on each item on the agenda.

If any materials related to an item on this agenda have been distributed to the TIDA Board of Directors after distribution of the agenda packet, those materials are available for public inspection at Treasure Island Development Authority, Building One, 2nd Floor, One Ave. of Palms, San Francisco, CA 941130 during normal office hours.

Disability Access

The Treasure Island Development Authority holds its regular meetings at San Francisco City Hall. City Hall is accessible to persons using wheelchairs and others with disabilities. Assistive listening devices are available upon request. Agendas are available in large print. Materials in alternative formats and/or American Sign Language interpreters will be made available upon request. Please make your request for alternative format or other accommodations to the Mayor's Office on Disability 554-6789 (V), 554 6799 (TTY) at least 72 hours prior to the meeting to help ensure availability.

The nearest accessible BART station is Civic Center Plaza at the intersection of Market, Grove, and Hyde Streets. The accessible MUNI Metro lines are the J, K, L, M, and N (Civic Center Station or Van Ness Avenue Station). MUNI bus lines serving the area are the 47 Van Ness, 9 San Bruno, and the 6, 7, 71 Haight/ Noriega. Accessible curbside parking is available on 1 Dr. Carlton B. Goodlett Place and Grove Street. For more information about MUNI accessible services, call 923-6142.

In order to assist the City's efforts to accommodate persons with severe allergies, environmental illness, multiple chemical sensitivity or related disabilities, attendees at public meetings are reminded that other attendees may be sensitive to various chemical based scented products. Please help the City to accommodate these individuals.

The ringing of and use of cell phones, pagers, and similar sound-producing electronic devices are prohibited at this meeting. Please be advised that the Chair may order the removal from the meeting room of any person(s) responsible for the ringing or use of a cell phone, pager, or other similar sound-producing devices.

Lobbyist Ordinance

Individuals and entities that influence or attempt to influence local legislative or administrative action may be required by the San Francisco Lobbyist Ordinance [SF Campaign and Governmental Code 2.100] to register and report lobbying activity. For more information about the Lobbyist Ordinance, please contact the Ethics Commission at 30 Van Ness Avenue, Suite 3900, San Francisco, CA 94102, telephone (415) 581-2300, fax (415) 581-2317 and web site <http://www.sfgov.org/ethics/>.

KNOW YOUR RIGHTS UNDER THE SUNSHINE ORDINANCE (Chapter 67 of the San Francisco Administrative Code)

Government's duty is to serve the public, reaching its decision in full view of the public. Commissions, boards, councils and other agencies of the City and County exist to conduct the people's business. This ordinance assures that deliberations are conducted before the people and that City operations are open to the people's review. For more information on your rights under the Sunshine Ordinance or to report a violation of the ordinance, contact: Administrator, Sunshine Ordinance Task Force, 1 Dr. Carlton B. Goodlett Place, Room 244, San Francisco CA 94102-4689; by phone at 415 554 7724; by fax at 415 554 7854; or by email at sotf@sfgov.org.

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**TREASURE ISLAND DEVELOPMENT AUTHORITY
MEETING AGENDA**

October 13, 2010 – 1:30 P.M.

Room 400, City Hall
1 Dr. Carlton B. Goodlett Place

Gavin Newsom, Mayor

DIRECTORS

Owen Stephens, *President*
Helen Nigg, *Secretary*
John Rahaim
Douglas Shoemaker

John Elberling, *CFO*
Claudine Cheng
Jean-Paul Samaha
Supervisor Chris Daly (*Ex-Officio*)

Mirian Saez, Director of Island Operations

GOVERNMENT
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OCT - 8 2010

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ORDER OF BUSINESS

1. Call to Order and Roll Call
2. General Public Comment (*Discussion Item*) ***In addition to General Public Comment, Public Comment will be held during each item on the agenda.***
Estimated Length of Item: 10 minutes
3. Reports
 - a. Report by Director of Island Operations (*Discussion Item*)
Estimated Length of Item: 5 minutes
 - b. Report by Office of Economic & Workforce Development (*Discussion Item*)
Estimated Length of Item: 10 minutes

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10/13/10

- c. Report by the Treasure Island/Yerba Buena Island Citizen's Advisory Board (*Discussion Item*)
Estimated Length of Item: 5 Minutes
- 4. Communications (*Discussion Item*)
Estimated Length of Item: 5 minutes
- 5. Ongoing Business by Board of Directors (*Discussion Item*)
Estimated Length of Item: 5 Minutes
- 6. **CONSENT AGENDA**
Estimated Length of Item: 5 minutes

All matters listed hereunder constitute a Consent Agenda, are considered to be routine by the Treasure Island Development Authority Board ("Authority Board") and will be acted upon by a single vote of the Authority Board. There will be no separate discussion of these items unless a member of the Authority Board so requests, in which event the matter shall be removed from the Consent Agenda and considered as a separate item.

- a. Approving the Minutes of the July 14, 2010 Meeting (*Action Item*)
 - b. Resolution Approving and Authorizing the Execution of a First Amendment to Sublease No. 234 with Robert Amox, an individual doing business as Bodega Wine Estates, to extend the Sublease term and the Early Entry period for the Premises located at Building 264, Treasure Island (*Action Item*)
 - c. Resolution Authorizing the Director of Island Operations to Execute a Memorandum of Understanding for Work Based Learning with Treasure Island Job Corps beginning November 1, 2010 for Security, Office Assistant, Facilities Maintenance, Plastering, and Painting (*Action Item*)
 - d. Resolution Retroactively Approving and Authorizing the Execution of a Sublease with T-Mobile West Corporation, a Delaware corporation, for a cellular communications site commonly known as Cell Site SF23206 located on Avenue D, Treasure Island (*Action Item*)
- 7. Establishing the 2010-2011 Term of Office for the Officers of the Treasure Island Development Authority Board of Directors for Either an 11 Month Term Commencing November 1, 2010 and Ending September 30, 2011 or a 12 Month Term Commencing November 1, 2010 and Ending October 31, 2011 (*Action Item*)
 - 8. Resolution Approving the Election of Officers of the Treasure Island Development Authority, as Nominated by the Ad Hoc Nomination Committee, to Serve an Annual Term of Office Commencing _____ and Ending _____
(*Action Item*)

9. Discussion of Future Agenda Items by Directors (*Discussion Item*)
Estimated Length of Item: 5 Minutes
10. Adjourn

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CITY & COUNTY OF SAN FRANCISCO



GAVIN NEWSOM, MAYOR

TREASURE ISLAND DEVELOPMENT AUTHORITY

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MIRIAN SAEZ

DIRECTOR OF THE ISLAND OPERATIONS

MEMO

To: Mirian Saez, Director of Island Operations

From: Frishtah Affi, Project Administrator

GOVERNMENT
DOCUMENTS DEPT

Date: 10/13/2010

OCT - 8 2010

RE: Finance Report

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This report summarizes revenues and expenses recorded from July 1, 2010 through September 30, 2010 for TIDA Operations.

Revenues received are at \$2,177,000 or 27% of the FY 2010-11 budget forecast. The TIDA-booked Special Events revenues are above target at 57% due to two major events-- Oracle World and Dragon Boat Festival-- occurring during the first fiscal quarter of the year. In addition, the Film revenues are at \$16,500 over the \$12,000 budget projection for the year because TIDA staff has been marketing filming and photography opportunities on the Island.

Expenses are at \$6,484,680 or approximately 81% of the FY 2010-11 budget forecast. A large portion of the expenses are the City Department Work-Orders (\$3,926,598) which are encumbered at the beginning of the fiscal year. The Professional Services expenditure line is at \$191,100, or approximately 13% below target due to the Boys & Girls Club and Catholic Charities/Childcare Center not invoicing TIDA Operations for their services during the first fiscal quarter. TIDA staff is working on obtaining invoices from these service providers. Finally, the Administration costs are at \$7,190 or approximately 10%.

Staff is in discussions with the GSA's accounting team to obtain FYE 2009-10 financial statements for TIDA.

The TIDA Operations revenues and expenditures spreadsheet are included with this Memo.

Ending Deposit #385 (rev5)
(FOR FY10-11 REVENUES - ENDING JUNE 30, 2011)

TIDA 2010-11 REVENUE SOURCES [Mtg - 10/13/10]	FY 10-11 TIDA Board Approved Budget	FY 10-11 TIDA Deposits as of 9/29/10	Percentage
Joint Venture Special Events	\$377,410.00	\$75,111.69	19.90%
TIDA Special Events Revenues	\$157,000.00	\$89,300.00	56.88%
TI Commercial Revenues	\$2,021,030.00	\$445,227.37	22.03%
All Film Revenues	\$12,000.00	\$16,500.00	137.50%
Cellsites/ Banner Revenues	\$399,550.00	\$50,761.49	12.70%
Maritime Revenues	\$90,000.00	\$23,325.00	25.92%
John Stewart Company Housing Revenues	\$4,680,395.00	\$1,344,911.50	28.73%
Other Housing CAM Revenues	\$139,420.00	\$40,946.18	29.37%
Carryforwards	\$150,000.00	\$90,916.00	60.61%
Grand Totals	\$8,026,805.00	\$2,176,999.23	27%

expenses		TIDA APT	FY 10-11 Actuals	FY 10-11	Ynce
09/30/10 - DRAP TIDA OPERATIONS EXPENSES					
ADMINISTRATION					
MISC-REGULAR (Salaries)	Under GSA's Budget				
RETIREE CITY MISC FRINGE BENEFITS	Under GSA's Budget				
TIDA INTERNSHIP PROGRAM	\$0				
TRAVEL COSTS	\$5,000				\$0
LOCAL FIELD EXP	\$7,778				\$5,000
MEMBERSHIP FEES	\$1,000				\$6,221
PROMOTIONAL AND MARKETING EXPENSE	\$3,000				\$200
DELIVERY & POSTAGE	\$15,000				\$3,000
OFFICE RENTALS & LEASED EQUIPMENT	\$10,000				\$12,410
OFFICE MATERIALS & SUPPLIES	\$15,000				\$9,600
OTHER CURRENT ADMINISTRATIVE EXPENSES	\$14,400				\$11,460
TOTAL ADMINISTRATION	\$88,400				\$13,317
PROFESSIONAL & SPECIALIZED SERVICES					\$20,000
TREASURE ISLAND BOYS & GIRLS CLUB HOUSE	\$133,000				\$81,208
CHILD CARE - FACILITY-	\$52,000				
THD-OPERATING CONTRACT	\$157,500				\$133,000
TI GYM OPERATIONS YMCA	\$142,500				\$52,000
MARINE SALVAGE	\$15,000				\$132,467
GGEA - PUBLIC ART HISTORICAL PRESERVATION	\$20,000				\$124,453
SCAVENGER SERVICES (GOLDEN GATE DISPOSAL)	\$25,000				\$5,047
JANITORIAL SERVICES (Floorworks)	\$102,600				\$18,975
FOUNDATIONS MAINTENANCE RUBICON	\$841,000				\$22,240
PROTECTIVE SECURITY SERVICES	\$65,000				\$85,500
TIDA DIRECTOR'S LIABILITY INSURANCE	\$45,000				\$532,990
OTHER PROFESSIONAL SERVICES	\$52,000				\$95,000
TOTAL PROFESSIONAL & SPECIALIZED SERVICES	\$1,470,800				\$46,000
CITY DEPARTMENT WORK-ORDERS					\$1,279,502
DEPARTMENT OF PARKING AND TRAFFIC					
CONTROLLERS OFFICE					
DTIS SERVICES (AAO)	\$5,000				
DEPARTMENT OF BUILDING INSPECTION	\$0				
RISK MANAGEMENT INSURANCE CONSULTING	\$40,000				
GENERAL SERVICES AGENCY	\$0				
GF-CITY ATTORNEY/LEGAL SERVICES (AAO)	\$5,000				
GF-HR/MGMT TRAINING (AAO)	\$1,104,260				
IS PURCH-CENTRAL SHOPS-AUTO MAINT (AAO)	\$180,000				
IS PURCH-CENTRAL SHOPS-FUEL STOCK (AAO)	\$3,000				
IS PURCH-REPRODUCTION (AAO)	\$3,500				
GF-PUC-HETCH HETCHY (AAO) (\$650,000 Utility Bills, 135,000 Generators, \$200,000 MOU)	\$3,500				
SR-OPW-BUILDING REPAIR (AAO)	\$998,000				
SR-OPW-BUREAU OF STREET ENVIRONMENTAL SERVICES	\$679,000				
SR-OPW-BUREAU OF STREETS AND SEWER REPAIR SERVICES	\$188,480				
SR-OPW-BUREAU OF URBAN FORESTRY SERVICES	\$80,265				
SR-OPW-BUREAU OF OPERATIONS (Classified under BBR FY 09-10)	\$160,000				
FACILITIES MANAGEMENT SERVICES (DEPT. OF REAL ESTATE)	\$0				
TIDA FACILITIES MANAGEMENT SERVICES	\$28,236				
SPECIAL CAPITAL IMPROVEMENT PROJECTS	\$256,772				
TOTAL CITY DEPARTMENT WORK-ORDERS	\$4,108,013				
TOTAL OPERATIONS EXPENDITURES	\$5,667,013				
SURPLUS AVAILABLE FOR DISTRIBUTION TO GENERAL FUND	\$2,359,792				
TOTAL EXPENDITURES	\$8,026,805.00				
TOTAL REVENUES	\$8,026,805.00				





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(415) 274-0660 FAX (415) 274-0299
WWW.SFTREASUREISLAND.ORG

To: Treasure Island Development Authority Board of Directors
From: Mirian Saez, Director of Island Operations
Date: October 8, 2010
Re: Use Permit and Film Permit Waivers and Reductions

The following waivers and reductions were granted for short-term Use Permits and Film Permits between July 10 and October 8, 2010

Waivers:

- U.S. Department of Homeland Security – YBI Quarters 2 – 7, 62, 240 – July 16, 2010; August 18 - 19, 2010
- San Francisco Police Department – Halyburton Court housing area, YBI Quarters 62, YBI Quarters 240, YBI Quarters 2 - 7 – July 19, 2010; July 26, 2010; August 4, 2010; September 29, 2010; October 6, 2010; October 7, 2010
- San Francisco Sherriffs Department – Hangar 3, Quarters 240 – July 22, 2010; September 9, 2010; September 23, 2010; September 30, 2010; October 7, 2010
- California Department of Transportation – Hangar 3 parking lot – July 29, 2010
- Eirini Steiru Academy of Art student production – Avenue I @ 9th Street – August 8, 2010
- U.S. Coast Guard – Eucalyptus Parking Lot – August 11 – 12, 2010
- City and County of San Francisco – Building 1 parking lot, Casa de la Vista – August 17, 2010
- Berkeley Police Department – YBI Quarters 62, 240, 2 – 7 – September 2, 2010

- Museum Management Consultants – Treasure Island Library – September 7, 2010
- California Emergency Management Agency – Great Lawn – September 10 – 13, 2010
- Monica Hobbs Catering – Yerba Buena Island Quarters 2 – September 25 – November 19, 2010

Reductions:

- Oracle America Inc. – Film Production – September 8, 2010

**Treasure Island Development Authority
Subleases and Permits Executed
Pursuant To Leasing Policy
As of October 8, 2010**

Location / Facility	Agreement Number	Leasehold Status (new / expired)	Company Name / Prospective Subtenant	Commencement Date	Leasehold Type	Sq. Ft.	Monthly Rent	Comments
Building 180, north	287	New	Tod Donebedian	7/12/10	Antique Storage	3,450	\$1,800.00	Executed
TI Chapel	P-288	New	Fallout Entertainment	7/14/2010	Still Photo production	n/a	\$500	Executed
Misc locations	P-289	New	Indigo Films	7/19 – 10/15/2010	Film production	n/a	\$15,000	Executed
B-1 second floor offices; garage	290	New	KKI Productions	7/26/2010	Film production and production office	3,401	\$4,481	Executed
Bldg 1 parking lot	P-292	New	THDI	8/13/10-9/10/10; 10/1/10; 11/5/10	TICN community market	n/a	Waived	Executed
Ave I at 9 th Street	P-294	New	Eirini Steirou	August 1, 2010	SFSU student film production	n/a	Waived	Executed
Ave of Palms	P-295	New	Boxer Films	July 31 – August 1, 2010	Mitsubishi commercial	n/a	\$1,000	Executed
Ave of Palms, YBI Tunnel overlook	P-296	New	Daniel Dobers Productions	August 8, 2010	Solar car commercial	n/a	\$1,000	Executed
Ave H between California and 3 rd ; B-3 parking lot	P-297	New	San Francisco Golden Gate Youth Rugby	August 13 – 15, 2010	National tournament parking and event space	n/a	\$500	Executed
YBI Tunnel overlook;	P-299	New	Open4Business	August 30, 2010	"Parenthood" B-roll footage	n/a	\$1,000	Executed

Ave of Palms Ave of Palms	P-301	New	Juan F. Ortiz, an individual doing business as Mateo's Bay Area Hot Dogs	9/1/10	Hotdog stand	20	\$25.00	Executed
Avenue of Palms at California; Avenue N at 10 th Street	P-302	New	Oracle America., Inc	9/8/10	"JavaOne" production shoot	n/a	\$500	Executed
Various	P-304	New	CA Dragon Boat Festival	9/22 - 9/27/2010	2010 Dragon Boat Festival	n/a	\$10,500	Executed
Avenue N between 11 th and 13 th Streets	P-305	New	Bunker Films	9/25/10; 9/26/10	Toyota film shoot	n/a	\$2,000	Executed
Marina Parking Lot	P-306	New	Lemonaide Media	9/25/10	Film production parking	n/a	\$500	Executed
Tennis courts, Ave D and CA Ave	P-307	New	Pacific Brokerage	10/2 - 10/3, 2010	Special Event	n/a	\$500	Executed

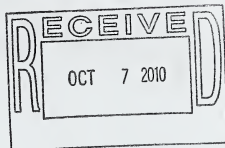


SAN FRANCISCO POLICE DEPARTMENT

850 Bryant St
SAN FRANCISCO, CA. 94103
OFFICE #: (415) 553-1373
FAX # (415) 553-1073



Fax Transmittal Sheet



DATE: October 7, 2010

AGENCY: Treasure Island

FAX NUMBER: (415) 274-0299

ATTENTION: Marianne

SENT BY: Ofc. Larry Bertrand

PHONE #: (415) 553-7959

COMMENTS:

Marianne,

Here are the September stats for Treasure Island as well as the accident report you were looking for.

If you should have any questions, please feel free to give me a call.

Thank you.

Larry Bertrand

Number of pages, Including Cover Sheet: 6



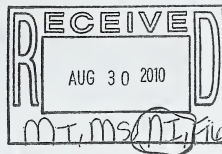
SAN FRANCISCO POLICE DEPARTMENT

**Southern Police Station
850 Bryant St
SAN FRANCISCO, CA. 94108
OFFICE #: (415) 553-1878
FAX # (415) 553-1078**



Fax Transmittal Sheet

DATE: August 30, 2010
AGENCY: Treasure Island
FAX NUMBER: (415) 274-0299
ATTENTION: Marianne
SENT BY: Ofc. Larry Bertrand
PHONE #: (415) 553-7959



COMMENTS:

Marianne,

Attached are the reports for TI for the month of August as of today, 8/30/10.

If you should have any questions, please do not hesitate to call me.

Thank you.

Larry Bertrand

Number of pages, Including Cover Sheet: 2

OCC. DATE	REP. DATE	ATTACHMENT A LOCATION	TYPE	COMMENTS	CASE NUMBER
7/2/10	7/2/10	1243 Northpoint Dr	Aggravated Assault w/gun	1 Booked	100506681
7/5/10	7/5/10	Gateview/Ave B	Traffic Violation Arrest	1 Cited	100616191
7/5/10-7/6/10	7/6/10	1238 Northpoint	Vehicle Theft		100618824
7/14/10-7/15/10	7/15/10	300 73th St	Theft		100647895
7/25/10	7/25/10	401 13th St	Arson	Unknown Suspect	100681279
7/26/10	7/26/10	13th/Ave E	Investigative Detention	Unknown Suspect	100623252
7/27/10	7/27/10	1135 Mason St	Burglary	Suspicious Person	100687324
7/11/10	7/12/10	1220 Bayside Dr	Suspicious Occurrence	Unknown Suspect	100639030
7/9/10	7/9/10	1147 Ozbourne Ct	Driving under the Influence	1 Booked	100628328
7/4/10	7/4/10	1135 Mason St	Burglary	Unknown Suspect	100621758
7/7/10	7/7/10	1108 Keppler Ct	Burglary	Unknown Suspect	100621281
7/6/10	7/6/10	1204 Mariner	Burglary	Unknown Suspect	100628265
7/9/10	7/9/10	1252 Exposition Ct	Death Report	Natural Causes	100628334
7/9/10	7/9/10	1205 Mariner Dr	Mental Health Detention	SF-GH PES	100687788
7/27/10	7/27/10	1221 Mariner Dr	Burglary	Unknown Suspect	100890349
7/28/10	7/28/10	1243 Northpoint Dr	Stay Away Order	Known Suspect	100689825
7/28/10	7/28/10	1304 Ave B	Burglary	Unknown Suspect	100681655
7/25/10	7/25/10	1145 Ozbourne Ct	Burglary/Hot Prowl	Unknown Suspect	100633305
7/10/10	7/10/10	1439 Chinook Ct	Criminal Threats	Known Suspect	100627239
7/2/10-7/8/10	7/8/10	Building 202 11th Ave	Burglary	Unknown Suspect	100681752
7/25/10	7/27/10	1242 Northpoint Dr	Burglary	Unknown Suspect	100681710
7/19/10	7/19/10	1109 Keppler Ct	Burglary	Unknown Suspect	100689231
7/23/10	7/23/10	1115 Keppler Ct	Burglary	Unknown Suspect	100603712
6/30/10-7/1/10	7/1/10	1239 Northpoint Dr	Burglary	Unknown Suspect	100678191
7/24/10	7/24/10	1133 Mason Cir	Burglary	Unknown Suspect	100678799
7/6/10	7/6/10	1238 Northpoint	Burglary	Unknown Suspect	100627427
7/8/10	7/8/10	1405 Sturgeon St	Dog Bite/Attack	1 Cited	100691698
7/28/10-7/29/10	7/29/10	1240 Northpoint Dr	Burglary	Unknown Suspect	100691698
7/17/10	7/17/10	180 California Ave	Warrant Arrest	1 Booked	100656012

Part 1 Crimes June, 2010

Assault 1
Burglary 14

Robbery 0
Sex Offenses 0

Homicide 0
Vehicle Theft 1

Arson 1
Larceny 1

Total 18



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MIRIAN SAEZ
DIRECTOR OF ISLAND OPERATIONS

TO: Mayor Gavin Newsom

CC: Steve Kawa, Chief of Staff
Ed Lee, City Administrator
Amy Brown, Deputy City Administrator

FROM: Mirian Saez, Director of Island Operation

DATE: October 5, 2010

Highlights of the Past Month

Two New Treasure Island Event Venue Grand Openings

Thursday, September 16, 2010 the *Winery SF* held an industry-only grand opening of their special event site and tasting room. The 20,000 square foot venue located on California Avenue was decorated to showcase its potential while gourmet hors d' oeuvres were served and Sol Rouge and Vie wines were poured. *Winery SF* is planning an October grand opening for the general public.

Also on Thursday, September 16, 2010 *Monica Hobbs Catering* hosted a grand opening of the *Nimitz House*. The Colonial style mansion built in 1898 was decorated to showcase its unique and grand style. Guests were treated to tasty hors d' oeuvres and featured Treasure Island Wines while exploring the old mansion and enjoying the premier view of the new Bay Bridge construction.

Covarrubias Murals

TIDA finalized two separate Loan Agreements for the exhibition of four of TIDA's five "Pageant of the Pacific" murals painted by Miguel Covarrubias at the 1939 Golden Gate International Exposition. TIDA loaned the City of San Jose three of the murals for exhibition at San Jose City Hall from September 2010 through May of 2011. The fourth mural has been loaned to the National Building Museum in Washington D.C. for inclusion in the its exhibit "Designing Tomorrow: America's Worlds Fairs of the 1930s" which will run September 2010 through July 2011. TIDA Director of Island Operations accompanied the mural to Washington D.C. and supervised the installation as well as inspected the final hanging for any damage that may have occurred. The fifth mural is currently displayed at the deYoung Museum through a loan agreement between TIDA and the Fine Arts Museums of San Francisco.

Quality of Life Issues

- September 27: TIDA began repaving, Treasure Island Causeway, the Main Entrance and Avenue of the Palms. Prior to the repaving, TIDA installed bollards along Avenue of the Palms and a new curb. The road was in disrepair and challenging to navigate with its significant potholes. These improvements complete the Western Promenade project.
- August 17: A group of Island children set fire to the play structure. The children have been tentatively identified through the Housing Provider and the SFPD Arson Unit has investigated. The fire caused over \$8,000 in damage to the play structure. As a result, TIDA will be removing the burnt portion of the play structure.
- TIDA hosted Southern Station's *National Night Out* on August 3, 2010. Officers from the canine unit, mounted patrol unit, and motorcycle unit came out and engaged the residents and children of the Island.
- June and July saw a significant spike in residential burglaries. The San Francisco Police Department assembled a team to deal specifically with the Island burglaries. The Unit consists of undercover officers, Fugitive Recovery officers, and two investigators.

New Leases (In Support of Small Business Growth)

KKI Productions – Located in Building One, KKI Productions is leasing 3,000 sq feet of the Admirals wing for office space to support local film production in San Francisco.

T.C. Donobedian's Paris Flea – Located in Building 180 formerly the Navy Vehicle Storage area, T.C. Donobedian's Paris Flea is leasing 5,025 sq feet for general storage of antiques.

Zip Cube - Located in Building 180 formerly the Navy Vehicle Storage area, Zip Cube is leasing 14,000 square feet of storage space for storage of individual portable storage containers.

Next Upcoming Special Event

American Lung Association, Healthy Air Walk - October 2, 2010

TI Wine Festival - October 10, 2010


Treasure Island Music Festival - October 16 – 17, 2010

The Ki, Smart Living Sustainable Exposition – October 22 – 24, 2010

Safeway Foundation – November 13, 2010



TREASURE ISLAND DEVELOPMENT AUTHORITY
ONE AVENUE OF THE PALMS
2ND FLOOR, TREASURE ISLAND
SAN FRANCISCO, CA 94130
(415) 274-0660 FAX (415) 274-0299
WWW.SFGOV.ORG/TREASUREISLAND

To: Mirian Saez, Director of Island Operations
From: Marianne Mazzucco Thompson, Public Information Officer 
Date: October 6, 2010
Re: Oracle Employee Appreciation Event
Cc: Edwin Lee, City Administrator

On Wednesday, September 22, 2010, the *Oracle, One World* Employee Appreciation Event was held for the third year on the Island. The concert which brought over 30,000 guests to the Island, was effectively executed and created minimal traffic disruption to the Island and its residents. Prior to the event, TIDA Staff through various forms and methods began outreach to residents regarding the Oracle event beginning September 5, 2010 and continuing through September 22, 2010.

Hartmann Studios, the event producer, utilized an electronic sign located on Avenue of the Palms and California to communicate delays and reroutes for the event. MUNI posted reroute notices at all on and off Island 108 bus stops. The Entertainment Commission created an Advisory Notice that was distributed to all Island residents and commercial tenants. The Advisory Notice gave individuals a phone number to contact during the event with any complaints and/or concerns. The phone number was staffed throughout the event by the production crew from Hartmann Studios.

On September 23 upon opening the TIDA offices, Staff checked all phone lines and 311 for complaints. There were no complaints received. However, Hartmann Studios received a total of six complaints regarding the volume and duration of the music. They are as follows:

- 9:50 p.m. Yerba Buena Island resident complaint: regarding volume.
- 10:15 p.m. SFPD resident complaint: regarding volume.
- 10:28 p.m. Belvedere resident complaint: regarding volume and duration of event.
- 10:28 p.m. 911 Dispatch: calls regarding volume.
- 11:09 p.m. Marin County resident complaint: regarding volume.
- 12:15 p.m. Treasure Island resident complaint: regarding volume.

While TIDA issued the Use Permit for the Island site, the San Francisco Entertainment Commission issued the Amplified Sound Permit. The Entertainment Commission issued a permit allowing for amplified sound from 7:00 p.m. to 1:00 a.m.



To: Treasure Island Development Authority Board of Directors
From: Mirian Saez, Director of Island Operations
Date: October 13, 2010
Re: Rental of Villages at Treasure Island Unit to Wine Valley Catering.

The Treasure Island Homeless Development Initiative ("TIHDI"), Toolworks, and Wine Valley Catering (hereafter collectively referred to as the Joint Venture ("JV")), currently manage events on Treasure Island, namely at the Casa de la Vista, Library, Pavilion, Chapel, Fogwatch Picnic Area, and Lobby of Building One. The JV has successfully provided employment and job training for homeless, at risk and/or disabled residents.

In July 2010, the JV through Wine Valley Catering approached the Authority inquiring about the availability of housing on Treasure Island for one of its employees. This employee successfully graduated from the Walden House Female Offender Treatment Employment Program (FOTEP) on Treasure Island, was previously employed by Toolworks, and has been in her current position with the JV since March 2010. As a result of her successfully completing FOTEP, she was no longer eligible for Walden House housing on Treasure Island and was required to vacate the property. Wine Valley Catering sought to assist the employee obtain housing on Treasure Island so that she would be able to continue her employment and remain a valuable asset to the JV.

After speaking with various parties including the members of the JV, employee, Deputy City Attorney and development team, the Authority proposed that the John Stewart Company (JSCO) rent a market rate unit on Treasure Island to Wine Valley Catering for use by Wine Valley Catering and its employees. After successfully completing the application process, Wine Valley Catering signed JSCO's standard form rental agreement and the employee and her family moved into the unit on August 1, 2010.





To: Mirian Saez, Director of Island Operations, TIDA

From: Ned York, Assistant Vice President, JSCo

Cc: Mike Smith-Heimer, Senior Vice President, JSCo
Lynne Lee, Staff Accountant, JSCo

Date: September 30, 2010

Subj.: Work Expenditures on Behalf of TIDA

Please find attached invoices incurred by the Villages at Treasure Island for work performed on behalf of the Treasure Island Development Authority (TIDA). Per your request, Rich Rovetti and Dan Stone have completed their review of the expenditures and categorized each cost as either Tenant Consolidation, Emergency Projects, Tenant Improvements, or Environmental.

It is my understanding that TIDA requested help from the Villages during the time when your regular maintenance coverage provided by the Department of Real Estate transitioned to the Department of Public Works. We were happy to lend our support to your agency during this interim period.

Since the expenditures were made on behalf of TIDA, I am requesting that you approve The John Stewart Company making an adjustment to the Percentage Rent Payment by subtracting the total amount of \$146,085.13 from the net operating income paid to TIDA in November, 2010.

By signing below, you are approving the subtraction of \$146,085.13 from the net operating income paid to TIDA as part of the November, 2010 Percentage Rent Payment.

Mirian Saez, Director of Island Operations, TIDA

Date

Enclosures

Tenant Consolidation

Building No.	Invoice No.	Company Name	Amount	Date	Comments
YBI 221	1	Acker & Guerrero Roof Co. Inc	3,810.00	04/16/10	Roof Repair To Facilitate Tenant Move-in
202	2	Canning Electric -General Electric	8,015.85	04/22/10	Install new power to facilitate tenant move-in
202	3	Canning Electric Inc	5,320.51	03/12/10	Remove general debris and install new doorway to facilitate tenant move
202	4	Canning Electric Inc	3,336.34	04/01/10	Install roll up door to facilitate tenant move-in
264	5	PMK Construction-	1,730.00	07/13/10	Install roll up door to facilitate second means of egress
202	6	Ertech Inc- Bldg 202Abestos Abatement	12,250.00	05/27/10	Environmental asbestos abatement to facilitate tenant move-in
670, 202	7	Velocity Lock & Key	2,334.47	05/19/10	Install locks to facilitate tenant move-in
Total			36,797.17		

Emergency Projects

Building No.	Invoice No.	Company Name	Amount	Date	Comments
201	8	Acker & Guerrero Roof Co. Inc	670.00	06/21/10	Emergency roof repairs
202	9	Acker & Guerrero Roof Co. Inc #202	956.00	03/10/10	Emergency roof repairs
YBI 229	10	Canning Electric -Old Fire Escape Den	1,382.00	06/09/10	Emergency removal of fire escape
452, 453, 260	11	Golden Gate Debris Box Jun10 Sv	8,250.00	06/30/10	Emergency clean-up
452, 453	12	U Save Equipment Rental- boom lift	2,255.41	05/05/10	Emergency rental for repairs
452, 453, 261	13	John Doresey, Dorsey Recycling	750.00	06/18/10	Emergency removal of construction debris
452, 453	14	Kelly-Moore painting Co.-Painting Supl	1,176.58	04/15/10	Emergency painting to mitigate blight
452, 453	15	Kelly-Moore painting Co.-Painting Supl	1,176.58	05/05/10	Emergency painting to mitigate blight
452, 453	16	PMK Construction-Boarding all access	28,976.00	04/29/10	Emergency repairs to prevent squatters from entering Building
452, 453	17	PMK Construction-tack weld door	21,762.17	06/04/10	Emergency welding to prevent squatters from entering Building
187	18	Teo-Carlone	1,280.00	05/05/10	Emergency repair to cross on top of chapel
452, 453	19	Teo-Carlone	5,450.00	05/18/10	Emergency tree removal
452, 453	20	U Save Equipment Rental- boom lift	1,696.58	05/25/10	Emergency rental for repairs
452, 453	21	Universal Protection Service	3,463.68	06/08/10	Emergency security to prevent squatters from entering Building
452, 453	22	Universal Protection Service	3,072.00	06/08/10	Emergency security to prevent squatters from entering Building
452, 453	23	Universal Protection Service	1,152.00	06/22/10	Emergency security to prevent squatters from entering Building
Total			83,469.00		

Tenant Improvements

Building No.	Invoice No.	Company Name	Amount	Date	Comments
216	24	Canning Electric -Bldg 216 Rep	2,547.96	06/03/10	Tenant Improvement to relamp for facilitate tenant move-in
180	25	PMK Construction	13,506.00	07/13/10	Tenant Improvement to facilitate several tenant move-ins
Total			16,053.96		

Environmental

Building No.	Invoice No.	Company Name	Amount	Date	Comments
201	26	Ertech Inc	8,525.00	05/20/10	Environmental per Navy
201	27	Ertech Inc	1,240.00	06/21/10	Environmental per Navy
Total			9,765.00		
Grand Total			146,085.13		

ACKER & GUERRERO ROOF COMPANY, INC.

1092 Calcutt Place, Oakland, CA 94606, (510) 261-7227 · Fax (510) 261-7269
License # 610561 www.agroof.com

Invoice



The Villages at Treasure Island
c/o The John Stewart Company
#1 Avenue of the Palm Ste, 168
San Francisco, CA 94130

Date	Invoice #
4/16/2010	5692

Site Address
Yerba Buena Island
Maintenance Bldg.
San Francisco

P.O. Number	Terms	Salesman	Completion date		Job Number
		GGB	4/16/2010		5692
Description			Quantity	Price Each	Amount
Repairs YBI - Building 221 Repair Roof Tenant Improvement (TI)				3,810.00	3,810.00
			Total		\$3,810.00

We Appreciate Your Business, Thank You!

②

Canning Electric, Inc.

117 Dalewood Way
San Francisco
CA 94127
Phone (415) 753-9335
Fax (415) 504-9516
Cell (415) 310-9103

MAY 4 AM 10:14

License No. 710973

22-Apr-10

Invoice BLDG202-2010-1

The John Stewart Company
1388 Sutter Street, 11th Floor
San Francisco
CA 94109

Location: Treasure Island Bldg. 202, San Francisco

Job Description

Install new service to feed general electric in building 202.
Supply & install service equipment
Supply & install under ground cable between 2 buildings
Supply & make up for special order circuit breaker under the
supervision of the the PUC

Labor & Materials

\$ 8,015.85

*We install circuit breaker & hotted up building under the direction of Walter Melvin

Building 202

Tenant Improvements to facilitate tenant move-in

③



Canning Electric, Inc.

117 Dalewood Way
San Francisco
CA 94127
Phone (415) 753-9335
Fax (415) 504-9516
Cell (415) 310-9103

License No. 710973

12-Mar-10

John Steward co.
Attn: Dan Stone
1 Avenue of the Palms
San Francisco
CA 94103

Request for PO#

Location: Treasure Island, Bldg. 260

Scope of Work

Clean out all old furniture
Build partition wall
Make new doorway per Rich Rovetti
Permit by owner

Labor

\$ 4,942.50

Materials

\$ 378.01

Total Amount

\$ 5,320.51

Building 260 -

Tenant Improvement

MAY 4 AM 10:14

4



Canning Electric, Inc.

117 Dalewood Way
San Francisco
CA 94127
Phone (415) 753-9335
Fax (415) 504-9516
Cell (415) 310-9103



MAY 4 4:10:14

License No. 710973

1-Apr-10

Invoice #: Bldg-202-1

John Steward co.
Attn: Dan Stone
1 Avenue of the Palms
San Francisco
CA 94103

Location: Treasure Island, Bldg. 202

Scope:

Remove & repair roll up door, frame in sides,
& plywood aluminum doors
Check and fix chain on roll up door

Labor	\$ 2,705.00
Materials	\$ 631.34
Total Amount Now Due	<u>\$ 3,336.34</u>

Tenant Improvement to facilitate Tenant move-in

5

PMK Construction

4173 Cesar Chavez St.
San Francisco, CA 94131

Phone: 415-722-5531, Fax: 415-358-4068

Email: PMCKSF@yahoo.com

General Building Contractor # 809033

JUL 14 AM 9:52

INVOICE

BILL TO:	REMIT PAYMENT TO:
Villages at Treasure Island	PMK Construction
One Avenue of the Palms, Suite 168	4173 Cesar Chavez St.
San Francisco, CA 94130	San Francisco, CA 94131

Date	Invoice	Terms	Location
7/13/2010	10006	Due upon Receipt	Treasure Island

ITEM	DESCRIPTION	AMOUNT
General Construction Services <i>Building 264</i> <i>Emergency ITI</i>	Service delivered 6/17/2010 Building 264 Warehouse Services include: Remove Existing door. Install new roll up door Materials:	\$1080.00 \$650
<i>Install new roll-up door in order to create 2nd means of egress at Building 264 -</i>		
Thank You For Your Business	Total	\$1730.00

ERTECH INC.
 10000 Road
 Mar del Real Beach, CA. 95076
 650/272-7474
 hippett@got.net

6

Invoice

Date	Invoice #
5/27/2010	1856

Mar del Real Island Villages
 Mar del Real
 400 Palm Avenue
 Building 1, Suite 168
 San Francisco, CA 94130



Terms	1.5% discount 5 days - N...		
W.O. No.	Abate Asbestos	Project	Bldg 202

5/27/2010	Remove & dispose of water damaged asbestos floor tile appx 3615 sq feet	1	9,275.00	9,275.00
5/27/2010	Wrap or remove damaged & mold-infected asbestos appx 40-50 linear feet	1	2,050.00	2,050.00
5/27/2010	Air Clearances - remove and dispose of hazardous or non-hazardous asbestos waste.	1	925.00	925.00
<p>Environmental / TI to facilitate Tenant move in. Building 202.</p>				

Please make checks payable to ERTECH, INC. Thank you for your business.

\$12,250.00

Velocity Lock and Key

Velocity Lock and Key
10058 San Pablo Ave.
El Cerrito, CA 94530

510-525-4668
velocityservice@comcast.net

MMV 15-48:14
⑤

Invoice

DATE	INVOICE #
05/19/2010	1879
TERMS	DUE DATE
Net 30	06/18/2010

BILL TO
The Villages at Treasure Island Villages Treasure Island One Avenue of the Palms, Suite #168 San Francisco, CA 94130

AMOUNT DUE	ENCLOSED
\$2,334.47	

Please detach top portion and return with your payment.

P.O. Number
rich

Date	Activity	Quantity	Rate	Amount
05/19/2010	parts and materials to secure building	1	871.50	871.50T
05/19/2010	labor to install and repair locks	1	1,378.00	1,378.00
<p>Tenant Improvements Building</p> <p>Installed NEW Locks</p>				
SUBTOTAL				\$2,249.50
TAX (9.75%)				\$84.97
TOTAL				\$2,334.47



ACKER & GUERRERO ROOF COMPANY, INC.

1092 Calcot Place, Oakland, CA 94606, (510) 261-7227 · Fax (510) 261-7269
License # 610561 www.agroof.com

JUN 7 AM 11:30
Y

Invoice

Date	Invoice #
6/1/2010	31388

The Villages at Treasure Island
c/o The John Stewart Company
#1 Avenue of the Palm Ste. 168
San Francisco, CA 94130

Site Address
995 9th St Bldg #201
San Francisco

P.O. Number	Terms	Salesman	Completion date	Job Number
	Balance Upon Completion	TS	6/1/2010	31388
Description				Amount
Labor				510.00
After inspecting the roof area for leak locations we found various roof splits throughout the surface of the roof. We scraped the gravel surfacing over these areas and sealed the splits in the roof with a 3 course flashing detail.				
Material				160.00
REPAIRS ARE NOT GUARANTEED				
Emergency Repair as Room was leaking into Tenant Premises				
Amount Due				\$670.00

We Appreciate Your Business, Thank You!

ACKER & GUERRERO ROOF COMPANY, INC.

1092 Calcut Place, Oakland, CA 94606, (510) 261-7227 · Fax (510) 261-7269
License # 610561 www.agroof.com



Invoice

The Villages at Trespase Island
c/o The John Stewart Company
410 Palm Avenue, Bldg. 1, Suite 168
San Francisco, CA 94130

Date	Invoice #
2/25/2010	31121

Site Address
202 Avenue I
San Francisco

P.O. Number	Terms	Salesman	Completion date	Job Number
	Net 30	GGB	2/25/2010	31121
Description			Quantity	Price Each
<p>Labor Installed 1/2" EPS board to keep gravel from ripping the 45 mil EPDM membrane. Installed EPDM with adhesive to keep it from flapping in the high winds. Installed termination bar all the way around the membrane. Sealed termination bar with polythene caulking.</p> <p>Acker & Guerrero is not responsible for any leaks due to water getting behind the stucco wall. Material REPAIRS ARE NOT GUARANTEED</p> <p>Building 202 (utility shed)</p> <p>Repaired Roof to utility Room Water was leaking into Electric Room Emergency Repair</p> <p>(E)</p>			6	85.00
				446.00
				510.00
			Total	
			\$956.00	

We Appreciate Your Business, Thank You!

Canning Electric, Inc.

117 Dalewood Way
San Francisco
CA 94127
Phone (415) 753-9335
Fax (415) 504-9516
Cell (415) 310-9103

License No. 710873

22-Apr-10

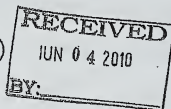
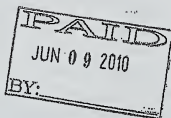
Invoice YB2010-4/22-1

The John Stewart Company
1388 Sutter Street, 11th Floor
San Francisco
CA 94109

Location: Yerba Buena Island, San Francisco

Job Description
Demo & remove old fire escape

Labor & Materials



\$ 1,382.00

JUN 08 2010

ENTERED

Do have this
invoice in our
system? Do
you have it
in the office?
Need approval
with P.O.

Emergency Repair -
Removal of fire escape
to prevent squatters from
entering Building.

YBI - Building 229
view tower



INVOICE



INVOICE DATE

INVOICE NUMBER

PAGE NUMBER

CUSTOMER NUMBER A0058016

ORDER NUMBER 2

TOTAL AMOUNT DUE \$ 8250.00

PURCHASE ORDER #

SERVICE LOCATION

TREASURE ISLAND

REMIT TO:

Golden Gate Debris Box Service

P O BOX 7360

San Francisco CA 94120-7360

FIN: 94-0844930
Golden Gate Debris Box Service
900 7th Street
San Francisco CA 94107-1528
415-621-3841

JOHN STEWART CO/TREASURE IS
VILLAGES AT TREASURE ISLAND
1 AVENUE OF THE PALMS, STE 168
SAN FRANCISCO CA 94130

PLEASE RETURN TOP PORTION WITH YOUR PAYMENT

KEEP THIS PORTION FOR YOUR RECORDS

INV#:

238832

ACCT#: A0058016 ORD#:

2

TREASURE ISLAND

JOHN STEWART CO/TREASURE IS
VILLAGES AT TREASURE ISLAND
1 AVENUE OF THE PALMS, STE 168
SAN FRANCISCO CA 94130

Golden Gate Debris Box Service

P O BOX 7360

San Francisco CA 94120-7360

415-621-3841

THE VILLAGES @ TREASURE ISLAND

DATE	JOB#	W/O #	TYPE	DESCRIPTION	AMOUNT DUE
6/01/10		924653	EXCH	30 YD BOX, OPEN	595.00
6/01/10		924654	EXCH	30 YD BOX, OPEN	595.00
6/01/10		924655	EXCH	30 YD BOX, OPEN	595.00
6/02/10		924811	PULL	30 YD BOX, OPEN	595.00
6/04/10		925275	PULL	30 YD BOX, OPEN	595.00
6/04/10		925276	PULL	30 YD BOX, OPEN	595.00
6/04/10		925277	PULL	20 YD BOX, OPEN	515.00
6/04/10		925278	EXCH	30 YD BOX, OPEN	595.00
6/16/10		927386	EXCH	30 YD BOX, OPEN	595.00
6/16/10		927387	EXCH	30 YD BOX, OPEN	595.00
6/16/10		927393	EXCH	30 YD BOX, OPEN	595.00
6/28/10		929237	EXCH	30 YD BOX, OPEN	595.00
6/28/10		929238	EXCH	30 YD BOX, OPEN	595.00
6/28/10		929240	EXCH	30 YD BOX, OPEN	595.00

Emergency / TI -

Approp 10 Bins used for removal of debris at

Star Barricade (Buildings 452 / 453)

4 Bins used to clean debris in Building 260

8250.00

TOTAL AMOUNT DUE \$

NORMAL TERMS: NET 30

FINANCE CHARGE APR: 18.00%

DBE / PUC CERTIFIED

STORE HOURS:
MONDAY - FRIDAY
6:30 TO 5:30
SATURDAYS
7:00 TO 4:00
SUNDAY
CLOSED

WE SELL TIME
WE CHARGE FOR ALL TIME OUT
INCLUDING SATURDAY, SUNDAY,
AND HOLIDAYS

RATE
STRUCTURE: 1 DAY = 24 HRS.
1 WEEK = 7 DAYS
1 MONTH = 28 DAYS

U-SAVE

EQUIPMENT RENTAL

125 Bayshore Blvd., San Francisco, CA 94124
Phone: (415) 864-2811 - Fax: (415) 864-6977

CRA California
Rental
Association

www.usaverentals.com



TERMS: NET 10 DAYS
RENT PAYMENT TO:
125 BAYSHORE BLVD.,
SAN FRANCISCO, CA 94124
BILLING INQUIRIES
CALL 415-864-2811

METERED
EQUIPMENT: 1 DAY = 6 HOURS
1 WEEK = 40 HOURS
1 MONTH = 160 HOURS

RECEIVED

MAY 05 2010

Customer ID: A7866183
04/22/10

CSH CLOSING RENTAL INVOICE

BY:

STONE, DANIEL INGRAM
411 VISTA HEIGHTS RD
EL CERRITO, CA 94530

415-834-0211

Sales: 101 SAN FRANCISCO

Deliver: THU 04/01/10 08:30A
Out: THU 04/01/10 08:30A
In: FRI 04/16/10 04:00P

JOB LOCATION: TREASURE ISLAND
CITY: S.F.
ORDERED BY: CHARLES
DELIVERY CHARGE: \$150.00 JOB#:

DELIVERED BY/TIME: RICARDO 8:15
PHONE#: 415-834-0211

Item No.	Qty	Description	Rate	Info	Unit	Extended
270-038	1	BOOMLIFT, 40'-42' CF	225.00		1800.00	1800.00
1-2891	JLG 400S	"DIESEL" Serial number: 0300093053	675.00/W	1800.00/28d		0.00
		Rates: 1024.3=out 1076.0=In /HRXX	92.0=free	37.500		0.00
Meter:	51.7	FUEL, DIESEL		BALLON	5.50	110.00
714-030	20.0	FUEL, DIESEL			4.95	4.95
720-335	1.0	ENVIRONMENTAL RECOVERY FEEBA	4.95/d	4.95/28d		0.00
		Rates:				

Emergency - Boom Rental for work perform at
Buildings (452 & 453) -

Date	Seg	Method	Ref/PO	Amount	Summary	Amount
	08	Unpaid	STONE DANI	2255.41	EQUIPMENT RENTAL	1800.00
					NONTAX MISC CHARGES	4.95
					DIESEL/GAS/FUEL SALE	110.00
					Pickup/Delivery	150.00
					Damage waiver	180.00
					SF CITY	1.38
					CA STATE T	9.08
					Total	2255.41

>>>> Amt Due this Invoices:

2255.41

U-SAVE EQUIPMENT RENTAL AGREES TO BE BOUND
BY THE TERMS AND CONDITIONS OF THIS AGREEMENT BY:

IF EQUIPMENT FAILS, DO NOT ATTEMPT TO REPAIR, NOTIFY OUR OFFICE AT ONCE
FRI 04/16/10 04:00P

SIGNATURE
PRINT NAME
THIS IS YOUR CONTRACT. READ BOTH SIDES BEFORE SIGNING. IF OTHER THAN RENTER,
SIGNER REPRESENTS HE IS AGENT OF AND AUTHORIZED TO SIGN FOR RENTER.

You are responsible for all damage to the rented equipment even if someone else caused it or the cause is unknown. You are responsible for the cost of repair up to the replacement cost of the equipment and full rental on all damaged equipment until the equipment is repaired or replaced.
Your own insurance may cover all or part of your financial responsibility for the rented property. You should check with your insurance company to find out about your coverage. For an additional fee of 10% of the total rental, U-SAVE Equipment Rental agrees to provide coverage for damage caused by your own negligence with certain exceptions and qualifications.
PLEASE READ THE WRITTEN INFORMATION MORE FULLY DESCRIBING THE EQUIPMENT PROTECTION BEFORE RENTING.
PLEASE PRINT OR REVERSE SIDE
U-SAVE EQUIPMENT RENTAL AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT BY:
IF EQUIPMENT FAILS, DO NOT ATTEMPT TO REPAIR, NOTIFY OUR OFFICE AT ONCE
FRI 04/16/10 04:00P
Customer has been given this understanding in written and/or oral operating and safety instructions. INITIALS X

13

John Doresey, Dorsey Recycling

1025 Post St. Apt. # 22

San Francisco, CA 94109

Phone# 510-472-0789

INVOICE

BILL TO:	REMIT PAYMENT TO:
Villages at Treasure Island One Avenue of the Palms, Suite 168 San Francisco, CA 94130	John Doresey, Dorsey Recycling 1025 Post St. Apt. # 22 San Francisco, CA 94109 Phone# 510-472-0789

Date	Invoice	Terms	Location
June 18, 2010	00001	Due upon Receipt	Treasure Island

ITEM	DESCRIPTION	AMOUNT
General Construction Debris Removal	Service delivered June 18, 2010 Services include: removal of construction debris Buildings, 452, 453, 201 Emergency - removed steel case + hand rails to prevent squatters for entering Buildings.	\$750.00
Thank You For Your Business	Total	\$750.00

San Francisco-Harrison
 7020 Harrison Street
 San Francisco, CA 94103
 Phone (415) 552-1143
 Fax (415) 552-1194

Kelly-Moore Paint Company, Inc.

Manufacturers of Premium Quality Paints

KELLY-MOORE
PAINTS™

The Painter's Paint Store
 1571 15th St. #121

SOLD TO

THE VILLAGES @ TREASURE
 ISLAND
 1101-VI0211
 410 PALM AVENUE
 BUILDING 1, SUITE 168
 SAN FRANCISCO, CA 94103
 USA
 Phone 4158340211

Home Store: 1101

S H I P T O

THE VILLAGES @ TREASURE
 ISLAND
 410 PALM AVENUE
 BUILDING 1, SUITE 168
 SAN FRANCISCO, CA 94103
 USA
 Phone 4158340211

ORDER TAKER

REQ DATE

ORDER # 1101-11963796
INVOICE(S)

TYPE ORDER
STATUS CLOSED
ORDER DATE 04/15/2010
TENDER DATE 04/15/2010

PRINTED 4/18/10 9:40 AM
ORDER CLERK KMCKENNA Kevin M
TENDER CLERK KMCKENNA
SALES REP Patrick Byrne
PO#JOB NAME
AUTH PURCHSR DAN STONE

STATUS	SITE	QTY	ITEM #	ITEM DESCRIPTION	U/M	NET PRICE	EXT PRICE	TAX
DLV	1101	10	2035	1240-014-5G ACRYSHIELD FLAT	5G	107.45	1,074.50	T

Emergency
 Paint for Building, 452 + 453 (Star Barricade)

Custom mixed or tinted colors are NOT returnable for refund or exchange. It is the customer's responsibility to confirm the correct color and sheen prior to application. Kelly-Moore will not be liable for the cost of labor to repaint any surface.

NOTES	<table border="1"> <tr> <th colspan="2">PAYMENT TENDERED</th> </tr> <tr> <th>AMOUNT</th> <th>TYPE</th> </tr> <tr> <td>1,176.58</td> <td>CUST CHG</td> </tr> </table>		PAYMENT TENDERED		AMOUNT	TYPE	1,176.58	CUST CHG	<table border="1"> <tr> <td>TAXABLE \$</td> <td>1,074.50</td> </tr> <tr> <td>NON-TAXABLE \$</td> <td>0.00</td> </tr> <tr> <td>SUBTOTAL \$</td> <td>1,074.50</td> </tr> <tr> <td>TAX AMOUNT \$</td> <td>102.08</td> </tr> <tr> <td>TAX RATE</td> <td>9.50%</td> </tr> <tr> <td>ORDER TOTAL \$</td> <td>1,176.58</td> </tr> </table>	TAXABLE \$	1,074.50	NON-TAXABLE \$	0.00	SUBTOTAL \$	1,074.50	TAX AMOUNT \$	102.08	TAX RATE	9.50%	ORDER TOTAL \$	1,176.58
			PAYMENT TENDERED																		
AMOUNT	TYPE																				
1,176.58	CUST CHG																				
TAXABLE \$	1,074.50																				
NON-TAXABLE \$	0.00																				
SUBTOTAL \$	1,074.50																				
TAX AMOUNT \$	102.08																				
TAX RATE	9.50%																				
ORDER TOTAL \$	1,176.58																				
SIGNATURE																					

All claims must be made within 10 days. No materials returned without authorization.
 CASH REFUND All claims and returned goods MUST be accompanied by original sales slip. ALL CASH REFUNDS must have signature and address of person receiving money.

"Thank you for this order" - Wm. Moore

San Francisco-Harrison
1020 Harrison Street
San Francisco, CA 94103
Phone (415) 552-1143
Fax (415) 552-1194

Kelly-Moore Paint Company, Inc.
Manufacturers of Premium Quality Paints

**KELLY-MOORE
PAINTS™**

The Painter's Paint Store

SOLD TO

THE VILLAGES @ TREASURE ISLAND
1101-VI0211
410 PALM AVENUE
BUILDING 1, SUITE 168
SAN FRANCISCO, CA 94103
USA
Phone 4158340211

Home Store: 1101

S H I P T O

THE VILLAGES @ TREASURE ISLAND
410 PALM AVENUE
BUILDING 1, SUITE 168
SAN FRANCISCO, CA 94103
USA
Phone 4158340211

ORDER TAKER

REQ DATE

ORDER # 1101-00000142954
INVOICE(S) 1101-00000142954

TYPE ORDER

STATUS CLOSED

ORDER DATE 05/05/2010
TENDER DATE 05/05/2010

PRINTED 5/9/10 8:36 AM

ORDER CLERK RDARMIS
TENDER CLERK RDARMIS
SALES REP Patrick Byrne
PO#JOB NAME
AUTH PURCHSR DALE COLEMAN

STATUS	SITE	QTY	ITEM #	ITEM DESCRIPTION	WM	NET PRICE	EXT PRICE	TAX
DLV	1101	10	2035	1240-014-5G ACRYSHIELD FLAT	5G	107.45	1,074.50	T
Emergency - Paint used at Buildings 452 / 453 (Star Barrels)								

Custom mixed or tinted colors are **NOT** returnable for refund or exchange. It is the customer's responsibility to confirm the correct color and sheen prior to application. Kelly-Moore will not be liable for the cost of labor to repaint any surface.

NOTES	PAYMENT TENDERED		TAXABLE \$ 1,074.50 NON-TAXABLE \$ 0.00 SUBTOTAL \$ 1,074.50 TAX AMOUNT \$ 102.08 TAX RATE 9.50% ORDER TOTAL \$ 1,176.58
	AMOUNT	TYPE	
SIGNATURE	1,176.58	CUST CHG	

All claims must be made within 10 days. No materials returned without authorization.

CASH REFUND All claims and returned goods **MUST** be accompanied by original sales slip. **ALL CASH REFUNDS** must have signature and address of person receiving money.

"Thank you for this order - Wm. Moore"

16

MPA

PMK Construction

4173 Cesar Chavez St.
San Francisco, CA 94131

Phone: 415-722-5531, Fax: 415-358-4068

Email: PMCKSF@yahoo.com

General Building Contractor # 809033

INVOICE

BILL TO:	REMIT PAYMENT TO:
Villages at Treasure Island	PMK Construction
One Avenue of the Palms, Suite 168	4173 Cesar Chavez St.
San Francisco, CA 94130	San Francisco, CA 94131

Date	Invoice	Terms	Location
4/29/2010	10001	Due upon Receipt	Treasure Island

ITEM	DESCRIPTION	AMOUNT
General Construction Services	Service delivered 4/26/2010 through 5/4/2010 Services include: Install plywood at numerous locations Tack weld doors at numerous location <i>Building 452/453 (Emergency Work) First floor Building 452/453 (Stan Barricks) welding + Construct several large walls, and cover potential access areas to Building 452/453</i>	\$28,976.00
Thank You For Your Business	Total	\$28,976.00

17

PMK Construction

4173 Cesar Chavez St.
San Francisco, CA 94131

JUN 7 AM 10:08



Phone: 415-722-5531, Fax: 415-358-4068

Email: PMCKSF@yahoo.com

General Building Contractor # 809033

INVOICE

BILL TO:	REMIT PAYMENT TO:
Villages at Treasure Island One Avenue of the Palms, Suite 168 San Francisco, CA 94130	PMK Construction 4173 Cesar Chavez St. San Francisco, CA 94131

Date	Invoice	Terms	Location
6/4/2010	00002	Due upon Receipt	Treasure Island

ITEM	DESCRIPTION	AMOUNT
General Construction Services	Service delivered 5/4/2010 through 5/15/2010 Services include: Install plywood at numerous locations Tack weld doors at numerous location <u>Emergency work @ Building 452/453</u> <u>(Star Barracks) - 2nd/Additional work</u> Welding & installation of plywood - to create cover 2nd Floor windows to address safety hazard by way of protection to Building 452 & 453.	\$21,762.17
Thank You For Your Business	Total	\$21,762.17

187

Fire Safety Cleaning

Invoice

18

MAY 4 AM 10:14

D

Bill To:
Treasure Island Villages
One Avenue of the Palms
Suite 168
San Francisco
California 94130

Invoice #: 566749-church
Invoice Date: 4/30/10
Customer ID:

Scope of work: Repair and install cross on the steeple at church

Labor \$1200.00
Hardware, caulking, and paint \$80.00
Total Due.... \$1280.00

Thank you. Hope everything looks O.K.

Please make check payable to: Teo Carlone

Fire Safety Cleaning
1224 Masonic Avenue
Berkeley, CA 94706

RECEIVED
MAY 10 2010
BY: [Signature]

29

RECEIVED
MAY 05 2010
BY:

Building 187 (Crosby)
Re-install Cross
Tenant Improvement

Phone: (510) 541-2130
Fax: (510) 528-4922
Email: teocarlane@gmail.com



Fire Safety Clearing

Invoice

Bill To:
Treasure Island Villages
One Avenue of the Palms
Suite 168
San Francisco
California 94130

MAY 15 AM 8:23
TC

Invoice #: 56593
Invoice Date:
Customer ID:

564457-8
5/7/10

Scope of work:

Tree Work, Tree Removals and Trimming, Etc

Wednesday, April 14th, 2010: Acacia removal, dead pine, big wood
Thursday, April 15th, 2010: Tree pruning. Pine trees, stage brush for chipping
Monday, April 19th, 2010: Acacia tree removal. Tree cutting
Wednesday, April 21st, 2010: Pine tree removal, stage brush. Stump cutting
Monday, April 26th, 2010: Acacia tree removal, pine limbs. Big wood
Wednesday, April 28th, 2010: Pine limbs. Stage for chipping
Thursday, April 29th, 2010: Pine limbs. Stump cutting. Big wood
Tuesday, May 4th, 2010: Large stump cutting. Big wood

Total # of days: 8 @ \$ 650.00

Additional cost- Big saw \$250.00

Total amount due- \$5450.00

Thank you. Hope everything looks O.K.

Please make check payable to: Teo Carlone

Fire Safety Clearing

1224 Masonic Avenue
Berkeley, CA 94706

Emergency
Building

452

tree removal

stump

squadding

open areas to

Phone: (510) 541-2130
Fax: (510) 528-4922
Email: teocarlone@gmail.com

125 Bayshore Blvd.
San Francisco, CA 94124
Phone: (415) 642-2090
Fax: (415) 642-2097

U-SAVE

EQUIPMENT RENTAL

JUN 24 11:39

20

STATEMENT

\$
AMOUNT REMITTED

VILLAGES AT TREASURE ISLAND
ONE AVENUE OF THE PALMS #108
SAN FRANCISCO, CA
94130

Statement of Account

Cust ID: 221500 Date: 05/31/10 Page: 1

OUR TERMS OF PAYMENT ARE: NET AMOUNT DUE 30 DAYS FROM INVOICE DATE. PAST DUE IN 31 DAYS. 2% SERVICE CHARGE ON PAST DUE INVOICES.

Date	Paid	Contract #	Description	PO #	Ref #	Charges	Credits
05/25/10		1-281417-04	BOOMLIFT, 40' - 42'	94111		1696.58	

Emergency

Building, 452/453-

Room left for painting / training (Jedi camp) and
sden Barracks.

PLEASE CALL US AT U-SAVE WHERE WE TAKE CARE OF ALL YOUR RENTAL NEEDS!

Current	Over 30	Over 60	Over 90	Total Due
1696.58	0.00	0.00	0.00	1696.58

TO INSURE PROPER CREDIT, PLEASE CHECK THE ITEM
YOU ARE PAYING IN THE "PAID" COLUMN.



**Universal
Protection
Service**

Universal Protection Service
1551 N. Tustin Ave., Suite 650
Santa Ana, CA 92705
714-619-9700

(21)

INVOICE NO.	474397
DATE	06/31/10

CUSTOMER

The John Stewart Company
1388 Sutter Street
11th Floor
San Francisco, CA 94130

SERVICE LOCATION

The Villages At Treasure Island
410 Palm Avenue, Building 1, Suite 168
San Francisco, CA 94130

TERMS:	CUSTOMER NO.		P.O. NO.	
Net 30	67168			
Description	Quantity	Unit of Measure	Price	Amount
Services For 5/21/10 Through 6/27/10 Special Guard Services/OT - Security Professional <i>Emergency - Security Buildings 452 & 453 John Stewart - to pay</i>	88.00	Hours	39.36	3,463.68
			Sub-Total	3,463.68
			Sales Tax	
			TOTAL	\$3,463.68

RECEIVED
JUN 08 2010
BY: _____

TO ENSURE PROPER CREDIT, PLEASE DETACH AND MAIL BOTTOM PORTION WITH YOUR PAYMENT.

ATTENTION:

The John Stewart Company
1388 Sutter Street
11th Floor
San Francisco, CA 94130

PLEASE SEND REMITTANCE TO:

Universal Protection Service
P.O. Box 512719
Los Angeles, CA 90051-0719

Customer No.	67168
Job No.	6716800s
Invoice No.	474397
Invoice Date	06/31/10
Amount Due	\$3,463.68
Amount Remitted	

**Universal
Protection
Service**

Universal Protection Service
1551 N. Tustin Ave., Suite 650
Santa Ana, CA 92705
714-619-9700

22

INVOICE NO.	476660
DATE	06/08/10

CUSTOMER

The John Stewart Company
1388 Sutter Street
11th Floor
San Francisco, CA 94130

SERVICE LOCATION

The Villages At Treasure Island
410 Palm Avenue, Building 1, Suite 168
San Francisco, CA 94130

TERMS: Net 30	CUSTOMER NO. 67158		P.O. NO.	
Description	Quantity	Unit of Measure	Price	Amount
Services For 5/28/10 Through 6/3/10				
Special Guard Services/OT - Security Professional	72.00	Hours	32.00	2,304.00
Special Guard Services/Holiday - Security Professional	24.00	Hours	32.00	768.00
<p><i>Special Service</i></p> <p><i>Emergency - Security</i></p> <p><i>Buildings 452 + 453</i></p> <p><i>Stan Barnicks</i></p> <p><i>35</i></p>				
Sub-Total				3,072.00
Sales Tax				
TOTAL				\$3,072.00

TO ENSURE PROPER CREDIT PLEASE DETACH AND MAIL BOTTOM PORTION WITH YOUR PAYMENT

ATTENTION:

The John Stewart Company
1388 Sutter Street
11th Floor
San Francisco, CA 94130

PLEASE SEND REMITTANCE TO:

Universal Protection Service
P.O. Box 512719
Los Angeles, CA 90051-0719

Customer No.	67158
Job No.	6715800s
Invoice No.	476660
Invoice Date	06/08/10
Amount Due	\$3,072.00
Amount Remitted	

**Universal
Protection
Service**

Universal Protection Service
1551 N. Tustin Ave., Suite 650
Santa Ana, CA 92705
714-619-9700

INVOICE NO.	478954
DATE	06/22/10

23

CUSTOMER

The John Stewart Company
1388 Sutter Street
11th Floor
San Francisco, CA 94130

SERVICE LOCATION

The Villages At Treasure Island
410 Palm Avenue, Building 1, Suite 168
San Francisco, CA 94130

Wait for Doc
Store Apprn
6/25/10
E-mail

TERMS: Net 30	CUSTOMER NO. 67158		P.O. NO.	
Description	Quantity	Unit of Measure	Price	Amount
Services For 6/11/10 Through 6/17/10 Special Guard Services/OT - Security Professional	36.00	Hours	32.00	1,152.00
<p>Emergency - Security Buildings 452 & 453 Star Barracks.</p> <p>76</p> <p>RECEIVED JUN 25 2010 BY:</p>				
			Sub-Total	1,152.00
			Sales Tax	
			TOTAL	\$1,152.00

TO ENSURE PROPER CREDIT PLEASE DETACH AND MAIL BOTTOM PORTION WITH YOUR PAYMENT

ATTENTION:

The John Stewart Company
1388 Sutter Street
11th Floor
San Francisco, CA 94130

PLEASE SEND REMITTANCE TO:

Universal Protection Service
P.O. Box 512719
Los Angeles, CA 90051-0719

Customer No.	67158
Job No.	6715800s
Invoice No.	478954
Invoice Date	06/22/10
Amount Due	\$1,152.00
Amount Remitted	

24

Canning Electric, Inc.

117 Dalewood Way
San Francisco
CA 94127
Phone (415) 753-9335
Fax (415) 504-9516
Cell (415) 310-9103

License No. 710973

3-Jun-10

JUN 7 PM 5:01

Y

Invoice:BLDG216-2010-1

The John Stewart Company
1388 Sutter Street, 11th Floor
San Francisco
CA 94109

Location: Building 216-Treasure Island, San Francisco

Job Description

Re-arrange & repair lights

\$ 2,547.96

Total Amount Now Due

\$ 2,547.96

Tenant Improvement for Tenant move-in.

Building 216

25

PMK Construction

4173 Cesar Chavez St.
San Francisco, CA 94131

Phone: 415-722-5531, Fax: 415-358-4068

Email: PMCKSF@yahoo.com

General Building Contractor # 809033

JUL 14 AM 9:52
(K)

INVOICE

BILL TO:	REMIT PAYMENT TO:
Villages at Treasure Island One Avenue of the Palms, Suite 168 San Francisco, CA 94130	PMK Construction 4173 Cesar Chavez St. San Francisco, CA 94131

Date	Invoice	Terms	Location
7/13/2010	10003	Due upon Receipt	Treasure Island

ITEM	DESCRIPTION	AMOUNT
General Construction Services	Service delivered 6/16/2010 through 7/2/2010	
Building 180 Tenant Improvement	Services Include: Demo existing building inside warehouse. Close of dividing wall in warehouse. Frame in wall for toilets. Open walls and install 3 doors to toilets. Clean out existing toilets and remove pipes and install new toilet and vanity. Clean floor in main warehouse.	\$11,129
	Materials: Tenant Improvement to Building 180 in order to facilitate Skunkal Tenant move-in including Zip Cube Storage, 501 Page Library, 2 antique dealers,	\$2,377
Thank You For Your Business	Total	\$13,506

ERTECH, INC.

100 Zills Road
La Selva Beach, CA. 95076
800/272-7474
rtippett@got.net

26

Invoice

MAY 25 AM 11:41

Date	Invoice #
5/20/2010	1852

Treasure Island Villages
Dan Stone
410 Palm Avenue
Building 1, Suite 168
San Francisco, CA 94130



Terms	1.5% discount 5 days - Net			
W.O. No.	Abate Asbestos	Project	Asbestos Abatement	
4/30/2010	Asbestos abatement in Bldg. 201. Repair pipe lagging. Per contract	1	8,525.00	8,525.00
<p>To Resolve outstanding Hazardous material removal request per Navy.</p> <p>Environmental</p> <p>Building 201</p>				
Please make checks payable to ERTECH, INC. Thank you for your business.				\$8,525.00

27

Invoice



ERTECH, INC.

100 Zils Road
La Selva Beach, CA. 95076
800/272-7474
rtippett@got.net

Date	Invoice #
6/7/2010	1858

JUN 9 2010



Treasure Island Villages
Dan Stone
410 Palm Avenue
Building 1, Suite 168
San Francisco, CA 94130

Terms

1.5% discount 5 days - N...

W.O. No.

Bldg 202

Project

Isolation barricade

4/29/2010	Construct temporary isolation barricade around fallen asbestos pipe legging in hallway. 2 men X 8 hours	16	75.00	1,200.00
		1	40.00	40.00
Building 201 - additional ^{removal} work to common areas of Building 201 (change order to Invoice #12) Environmental				

Please make checks payable to ERTECH, INC. Thank you for your business.

\$1,240.00





SAN FRANCISCO PLANNING DEPARTMENT

PUBLIC NOTICE

AVAILABILITY OF DRAFT ENVIRONMENTAL IMPACT REPORT FOR THE TREASURE ISLAND AND YERBA BUENA ISLAND REDEVELOPMENT PROJECT PLANNING DEPARTMENT CASE NO. 2007.0903E STATE CLEARINGHOUSE NO. 2008012105

1650 Mission St.
Suite 400
San Francisco,
CA 94103-2479

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

A Draft Environmental Impact Report (EIR) has been prepared by the San Francisco Planning Department in connection with this project. A copy of the report is available for public review and comment at the Planning Department offices at 1660 Mission Street, 1st Floor Planning Information Counter, or the report can be viewed on-line starting July 12, 2010 at <http://tinyurl.com/meacases>. Case materials are available for review at the Planning Department office at 1650 Mission Street, Suite 400.

Project Description: The Treasure Island Development Authority, the redevelopment agency for the project, is proposing a *Redevelopment Plan for the Treasure Island/Yerba Buena Island Project ("Redevelopment Plan")* that would provide the basis for redevelopment of the portions of Naval Station Treasure Island, still owned by the Navy, once they are transferred to the Treasure Island Development Authority. A project-level Draft EIR on the proposed *Redevelopment Plan* has been prepared to evaluate the development proposal that would be carried out by the master developer, Treasure Island Community Development, LLC, subject to approval of a Disposition and Development Agreement and related conveyance agreements governing redevelopment of Naval Station Treasure Island. The Proposed Project would include development on Treasure Island and Yerba Buena Island of up to 8,000 residential units; up to 140,000 square feet (sq. ft.) of new commercial and retail space; up to 100,000 sq. ft. of new office space; adaptive reuse of three historic buildings on Treasure Island with up to 311,000 sq. ft. of commercial, retail, and/or flex space; about 500 hotel rooms; rehabilitation of the historic buildings on Yerba Buena Island; new and/or upgraded public and community facilities; new and/or upgraded public utilities; about 300 acres of parks and public open space including shoreline access and cultural uses such as a museum; new and upgraded streets and public ways; bicycle, transit, and pedestrian facilities; landside and waterside facilities for the Treasure Island Sailing Center; landside services for an expanded marina; and a new Ferry Terminal and intermodal Transit Hub. Construction and buildout of the proposed Development Plan would be phased and would be anticipated to occur over an approximately 15- to 20-year period.

A public hearing on the Draft EIR and other matters has been scheduled by the San Francisco Planning Commission for August 12, 2010, in the Legislative Chamber, Room 250, City Hall, 1 Dr. Carlton B. Goodlett Place, beginning at 10:00 a.m. or later. (Call 415-558-6422 the week of the hearing for a recorded message giving a more specific time.)

Public comments will be accepted from July 12, 2010 to 5:00 p.m. on August 26, 2010. Written comments should be addressed to Bill Wycko, Environmental Review Officer, San Francisco Planning Department, 1650 Mission Street, Suite 400, San Francisco, CA 94103. Comments received at the public hearing and in writing will be responded to in a Comments and Responses document. If you would like a CD or hard copy of the Draft EIR, please contact Rick Cooper at 415-575-9027 or via e-mail at rick.cooper@sfgov.org and provide your mailing address. To avoid expending resources needlessly, we would prefer to send copies of the Draft EIR in Adobe Acrobat format on a CD to individuals or organizations if they request one. If you have any questions about the environmental review of the proposed project, please call Rick Cooper at the number above.

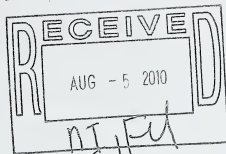




Five Keys Charter School
San Francisco Charter Department
70 Oak Grove Street, San Francisco, CA 94107 415.734.3310
www.fivekeys.org

Five Keys Adult School

Five Keys Independence High School



August 3, 2010

Treasure Island Development Authority
One Avenue of the Palms, 2nd Fl.
San Francisco, CA 94130
Attn: Richard Rovetti

RE: Notice to Cancel Sublease of Building 33 D

Dear Mr. Rovetti:

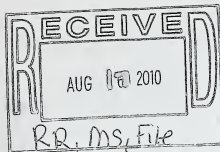
Please accept this notice of our intent to cancel the sublease of Building 33 D at the former Treasure Island Elementary School, 401 13th Street. There are a number of items in the facility that we acquired from the Treasure Island Warehouse. Please advise us what should be done with these items.

We have paid the lease through November 2010, my understanding is that we will receive a pro-rated refund based upon 30 days from receipt of this notice.

If you have any questions or need additional information, please contact me at 15-734-3311.

Thanks You,

Steve Good
Executive Director



C.C. MYERS INC.

51 Macalla Road
(415) 399-0175

San Francisco, CA 94130
Fax (415) 399-0587

August 16, 2010

Document No.: 215-LET.00523

Treasure Island Development Authority
One Avenue of the Palms
San Francisco, CA 94130

Temporary Bypass Structure
Contract No. 04-0120R4
CCM Job # 215

Attn: Rich Rovetti

Re: Written Notice to Close Rental TIDA P-119

Dear Mr. Rovetti,

We are giving official notice the we will be vacating the area at the corner of 9th Street and Avenue H, Treasure Island, San Francisco, CA Use Permit P-119 as of September 30, 2010. Please refund our deposit.

If there are any questions please call me at 916.919.1750.

Very Truly Yours,
C. C. Myers, Inc.

Dan Baker
Assistant Project Manager

cc: MO

File: 215-112





DENNIS J. HERRERA
City Attorney

MEMORANDUM

TO: ALL ELECTED OFFICIALS
ALL BOARD AND COMMISSION MEMBERS
ALL DEPARTMENT HEADS

FROM: DENNIS J. HERRERA *DJH*
City Attorney

DATE: September 8, 2010

RE: Political Activity By City Officers and Employees

As the November election approaches, the City Attorney's Office would like to take the opportunity again to remind City officers and employees of the laws that restrict their use of City resources for political activities. To this end, I am providing to you this updated memorandum, which outlines the basic rules and principles governing the political activities of City officers and employees. Please note that this memorandum updates and replaces previous memoranda on this topic that we have issued before City elections.

This memorandum is divided into five main parts, addressing some of the most common issues that come up in advance of elections. Part I discusses restrictions on the use of City resources and personnel for campaign activities. Part II discusses the rules that apply to City employees and officers engaging in political activities while off duty. Part III discusses the prohibition on using public funds for non-political mass mailings featuring an elected official. Part IV addresses the prohibition on elected officials soliciting or accepting campaign contributions from certain City contractors. Part V discusses the prohibition on appointed officials soliciting or accepting political contributions from parties and participants in proceedings before City commissions. And Part VI discusses potential penalties for violations of these laws.

These materials are intended as a general guide and are not a substitute for legal advice. Please contact the City Attorney's Office with any questions related to these materials or participation in political activities.

I. Misuse of City Resources and Personnel

State law prohibits City officers, employees and anyone else from using City resources to support or oppose a ballot measure or the election or defeat of a candidate at the federal, state, or local level. Local law also prohibits City officers and employees from engaging in political activity during working hours or on City premises.

• What is a misuse of City resources?

Any use of City resources or City personnel for political activity is prohibited. This ban prohibits any use of City e-mail, telephones, copiers, fax machines, computers, office supplies or any other City resources for political purposes. City personnel's time and attention may not be diverted from their City duties for political purposes. Addressing envelopes for campaign mailers, circulating ballot petitions, making campaign telephone calls, or engaging in similar types of campaign activity on City time or on non-public City property is prohibited.

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Example: On his lunch hour, a City employee uses his City computer to send invitations to a fundraiser for a candidate. The employee has misused City resources by using his City computer for political activity. The fact that he was on his lunch hour does not excuse this improper use of City resources.

- May a board or commission take a position on a ballot measure?

The prohibition on use of City resources for political activity also means that City officers and employees may not use their official positions to influence elections. Thus, appointed boards and commissions may not vote to endorse a measure or a candidate.¹ Nor may City officials distribute campaign literature at City events or include campaign literature in official mailings to employees or members of the public.

Example: Members of a City commission feel strongly about the merits of a measure appearing on the ballot that relates to matters within their jurisdiction. The commission may not vote on a resolution to support or oppose the ballot measure. The commission may ask staff for information about the impact of the ballot measure on the City, and individual commissioners may support or oppose the measure on their own time using their own resources.

- May City officers and employees analyze a ballot measure's effects?

City officers and employees may lawfully use City resources (where budgeted for such a purpose) to investigate and evaluate objectively the potential impact of a ballot measure on City operations. The analysis must be made available to the public.

Example: A City Department wants to inform its commission about the potential impacts on the department if a ballot measure passes. If the department has money budgeted for the purpose, the department may research the potential impact of the measure and present objective information to the commission. The analysis must also be made available to the public.

- May City officers and employees respond to inquiries about a measure?

City officers and employees may respond to public requests for information, including requests to participate in public discussions about ballot measures, if the officers' or employees' statements are limited to an *objective and impartial* presentation of relevant facts to aid the voters in reaching an informed judgment regarding the measure. All statements must be accurate and fair.

- May a City department publicize its analysis of a ballot measure?

If a department analyzes a ballot measure, the department should make its analysis public and distribute or publicize it consistent with the department's regular practice. But the

¹ In contrast to appointed commissions and boards, the Board of Supervisors, acting as a body, may take a position on behalf of the City on a ballot measure, and the Mayor may take a public position on a measure.

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department should not use special methods – such as methods associated with political campaigns – to distribute its analysis.

City officers and employees who are considering providing the public with an informational presentation regarding a ballot measure should consult in advance with the City Attorney's Office.

Example: If a department regularly issues a newsletter to interested City residents, it may include an objective and impartial analysis of a pending ballot measure, but the department should not create a special, one-time-only newsletter to distribute its analysis.

- What is an objective and impartial presentation?

Courts will evaluate materials prepared or distributed by a public entity in terms of whether they make a balanced presentation of facts designed to enhance the ability of the voters intelligently to exercise their right to vote, or whether the communications resemble campaign materials for or against a ballot measure. In its analysis of the effect of a proposed measure, a department should present factual information, avoid one-sided rhetoric or campaign slogans, and not urge a vote in one way or another.

Example: A City department wants to prepare a PowerPoint presentation about a ballot measure explaining the department's view that the measure could have a significant negative impact on the City. Any such presentation must be limited to an accurate, fair, and objective presentation of the relevant facts. It should not urge a Yes or No vote, and it should not use campaign slogans or rhetoric.

- When do these rules apply?

City measures may be placed on the ballot in three different ways: (1) by vote of the Board of Supervisors, (2) by act of the Mayor or four or more individual Board members, or (3) by voter initiative petition.

- When the Board of Supervisors is considering placing a measure on the ballot, City departments, boards or commissions may use City resources to influence the Board's decision on whether to place the measure before the voters. After the Board has taken its final vote to place the measure on the ballot, no additional City resources may be used to advocate for or against it.
- When the Mayor or four members of the Board have proposed a measure, the Charter requires the Board to hold a hearing on the measure. City resources may be used at this hearing to explain the effects, advantages or disadvantages of the measure. Other than at this hearing, no City resources may be used to advocate for or against the measure once the Mayor or four Supervisors have proposed it.
- A voter may place a measure on the ballot by gathering enough signatures on an initiative petition. Once the initiative petition is circulating for signatures, no City resources may be used to advocate for or against it.

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II. Off-Duty Political Activities By City Officers and Employees

City officers and employees have a First Amendment right to engage in political activities while off duty and outside of City property. As a general rule, City officers and employees may take public positions, as private citizens, on electoral races or ballot measures. Federal law imposes some restrictions on the political activities of local employees whose principal employment is in connection with federally-funded activity. San Francisco also restricts the off-duty political activities of certain officers and employees, including the Ethics and Election Commissions and their employees, and the City Attorney. Finally, local law imposes some off-duty restrictions on all City officers and employees.

- May City officers and employees use their official titles in campaign communications?

As long as they are not otherwise using City resources to do so, City officers and employees may use their official titles in campaign communications. But it must be clear from the tenor and nature of the communication that the City officer or employee is making the communication in his or her personal capacity and is using the title for identification purposes only.

- May City officers and employees solicit campaign contributions from other City officers and employees?

No. City officers and employees may not directly or indirectly solicit campaign contributions from other City officers or employees or from persons on City employment lists. A City officer or employee can request campaign contributions from other City officers or employees only if the request is part of a solicitation made to a significant segment of the public that may include officers or employees of the City. If the City officer or employee is aware that a distribution list includes other City officers or employees, the officer or employee should make reasonable efforts to remove those individuals from her list. In no event can the requestor use City resources in making any solicitation.

Example. An incumbent City officer sends an invitation to a fundraiser to a list of all graduates from the local college she attended. A number of City employees, who also happened to attend that college, receive invitations. Although the officer sent the solicitation to some City employees, the solicitation is lawful because it was made to a significant segment of the public that included some City employees.

- May City officers and employees engage in political activities on City premises?

City officers and employees may not participate in political activities of any kind while on City property, other than property that is made available to the general public to use for political purposes (such as a public plaza or sidewalk).

Example. A City employee seeks endorsements for the employee's candidacy for a political party's central committee in the hallway of her City department's office. This activity violates the ban on political activity on City premises because it is being

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done inside City property that is not available to the general public for political purposes.

- May City officers and employees engage in political activities while in uniform?

No. City officers and employees may not participate in political activities of any kind while in uniform. City officers or employees are in uniform any time they are wearing all or any part of a uniform that they are required or authorized to wear when engaged in official duties.

III. Mass Mailings at Public Expense

In addition to the general prohibition against using public resources or personnel to engage in political activity, City officers and employees cannot use public money to print or send non-political newsletters or mass mailings that feature or make reference to an elected official. A non-political newsletter or mass mailing is prohibited if all of the following four requirements are met:

- Sent or delivered. The item is sent or delivered by any means to the recipient at a residence, place of employment or business, or post office box.
- Features an elected official. The item either features a City elected officer, or includes the name, office, photograph, or other reference to a City elected officer.
- Paid for with public funds. Any public money is used to pay for distribution, or more than \$50 of public money is used to pay for design, production and printing.
- More than 200 items in a single month. More than 200 substantially similar items are sent in a single calendar month.

Certain types of mailings are exempt from the mass mailing prohibition. For example, the prohibition does not apply to press releases, meeting agendas and intra-office communications. Please check with the City Attorney's office if you have any questions about the mass mailing rule.

IV. Campaign Contributions to Elected Officials and Candidates

Local law prohibits City elected officials from soliciting or accepting contributions from any person or entity seeking to enter into a contract or grant worth \$50,000 or more with the City, if the contract or grant must be approved by the City elected official. This restriction applies to the party seeking the contract or grant, the party's board of directors, chairperson, chief executive officer, chief financial officer, chief operating officer, any person with an ownership interest greater than twenty percent, and any political committees controlled or sponsored by the party, as well as any subcontractors under the contract. The law both prohibits the donor from giving contributions *and* prohibits the elected official from soliciting or accepting them.

- May a City contractor give a campaign contribution to a public official who approves the contract?

A person or entity that contracts with the City may not make a campaign contribution to an elected official if the contract would require approval by that official, a board on which the official serves, or a board of a state agency on which an appointee of the official sits. These people and entities listed in the preceding paragraph may not make a campaign contribution to the officer at any time from the commencement of negotiations for the contract until either:

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(1) negotiations are terminated and no contract is awarded; or (2) six months have elapsed since the award of the contract.

- May a City official solicit or accept a campaign contribution from a City contractor?

A City official may not solicit or accept a campaign contribution from a business or entity seeking a contract with the City, including all of the associated people and entities listed above, if that City official, a board on which the official serves, or a board of a state agency on which an appointee of the official sits must approve the contract. This prohibition applies to the official at any time from the formal submission of the contract to that official until either: (1) negotiations are terminated and no contract is awarded; or (2) six months have elapsed since the award of the contract.

V. Campaign Contributions Solicited or Accepted By Appointed Officials

Section 84308 of the California Government Code prohibits appointed officials from soliciting contributions of more than \$250 – for any candidate or campaign – from any party or participant in a proceeding pending before the appointed official's agency or from anyone with a pending contract subject to the appointed official's approval. It also prohibits an appointed official from participating in a decision that involves a person who contributed \$250 or more to the appointed official's campaign within the past 12 months.

- May appointed officials solicit contributions from persons in a proceeding pending before them?

Appointed officials may not solicit, accept or direct campaign contributions of more than \$250 from any party to or participant in certain proceedings before the official's agency. This prohibition applies during the proceeding and for three months after the final decision is rendered in the proceeding.

This rule applies whether the contributions are sought for the official or for someone else, and whether the contributions come directly from the party or participant, or are made by an agent acting on behalf of the party or participant. The prohibition applies to contributions for candidates or ballot measures in federal, state, or local elections.

An official does not violate this rule if the official makes a request for contributions in a mass mailing sent to members of the public, to a public gathering, in a newspaper, on radio or television, or in any other mass medium, provided the solicitation is not targeted to persons who appear before the board or commission. An official does not engage in a solicitation solely because the official's name is printed with other names on stationery or letterhead used to ask for contributions.

- Who is an "appointed official" prohibited from soliciting or accepting contributions?

An appointed official is a member of an appointed board or commission, or an appointed department head. Although the Board of Supervisors is an elected body, the prohibitions of Section 84308 apply to members of the Board of Supervisors when they sit as members of an appointed body.

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- What proceedings are covered by this prohibition?

Section 84308 applies to any "use entitlement proceeding," which is an action to grant, deny, revoke, restrict or modify a license, permit, or other entitlement for use. Examples of the types of decisions covered by the law include decisions on professional license revocations, conditional use permits, rezoning of property parcels, zoning variances, tentative subdivision and parcel maps, cable television franchises, building and development permits and private development plans. It also includes all contracts other than labor or personal employment contracts and competitively bid contracts where the City is required to select the highest or lowest qualified bidder.

The law does not cover proceedings where general policy decisions or rules are made or where the interests affected are many and diverse, such as general building or development standards and other rules of general application.

- Who is a "party," "participant," or "agent"?

A "party" is a person, including a business entity, who files an application for, or is the subject of a use entitlement proceeding. A "participant" is any person who is not a party to a proceeding but who: (1) actively supports or opposes a particular decision (*i.e.*, lobbies the officers or employees of the agency, testifies in person before the agency, or otherwise acts to influence the decision of the officers of the agency); and (2) has a financial interest in the decision. An "agent" is an individual or entity that represents a party or participant in a proceeding.

- When is an appointed official disqualified from proceedings involving a contributor?

An appointed official may not participate in any use entitlement proceeding involving a party or participant (or the party's or participant's agent) from whom the official received a contribution of more than \$250 in the 12 months before the proceeding. The \$250 threshold applies to the combined total of all contributions from the party or participant and from any agents of the party or participant. Disqualification is required only if the official received a contribution to that official's campaign in the 12 months before the proceeding. Soliciting contributions before a proceeding begins does not, by itself, require disqualification, if the official has not received contributions as a result of the solicitation.

An appointed official may avoid disqualification if the official returns the contribution (or the portion exceeding \$250) within 30 days of learning of the contribution and the pendency of a proceeding involving the contributor.

Whether the appointed official is disqualified as a result of the contribution, the official always must disclose on the record all campaign contributions totaling more than \$250 received in the preceding 12 months from parties to or participants in the proceeding. If there is a public hearing, the official must make the disclosure on the public record at the beginning of the hearing. If no public hearing is held, the disclosure must be included in the written record of the proceeding.

VI. Penalties

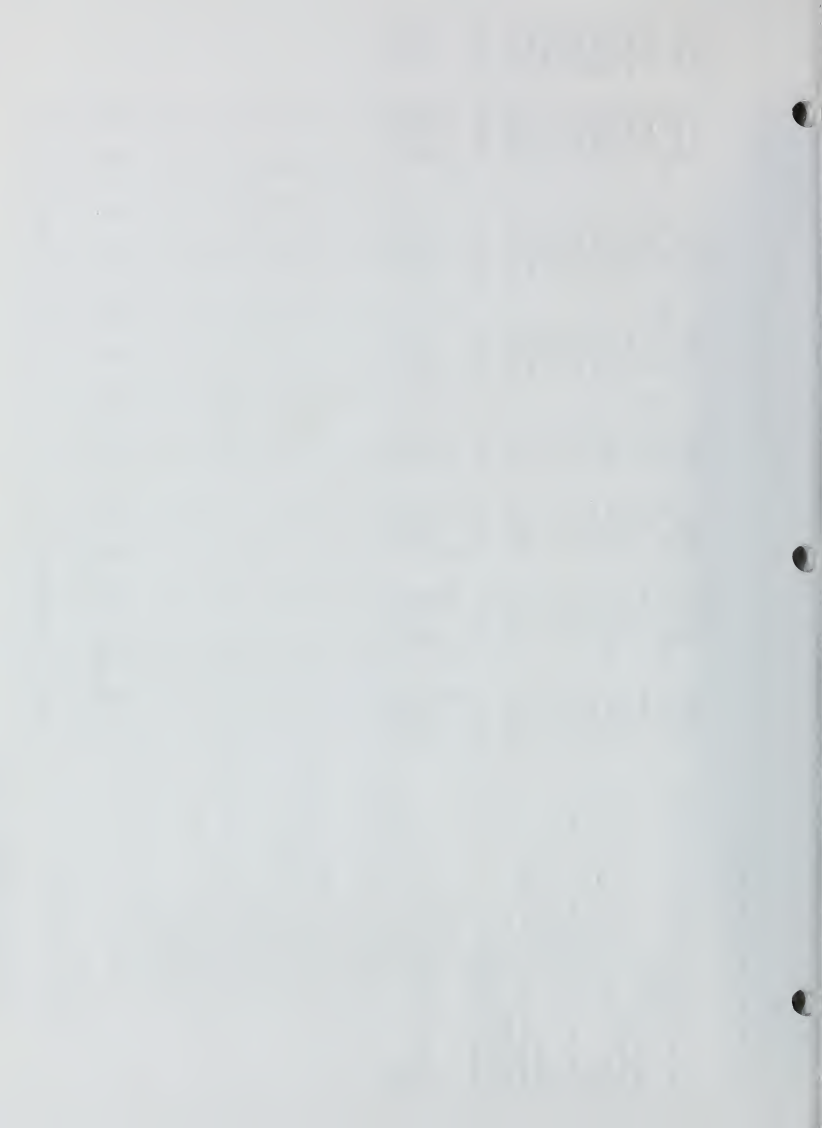
Courts may impose considerable penalties for violating the laws discussed in this memorandum. Individuals who violate these rules could face criminal fines or imprisonment,

[illegible]

Draw 07	Draw 08	Draw 09	Draw 10	Draw 11	Draw 12	Draw 13	Draw 14	Draw 15	Draw 16	Draw 17	Draw 18	Draw 19
August	September	October	November	December	January	February	March	April	May	June	July	August
Draw 07	Draw 08	Draw 09	Draw 10	Draw 11	Draw 12	Draw 13	Draw 14	Draw 15	Draw 16	Draw 17	Draw 18	Draw 19
485	431	486	494	475	472	472	468	464	463	458	449	438
6542 Repairs Contract	6543 Repairs Contract	6544 Repairs Contract	6545 Repairs Contract	6546 Repairs Contract	6547 Repairs Contract	6548 Repairs Contract	6549 Repairs Contract	6550 Repairs Contract	6551 Repairs Contract	6552 Repairs Contract	6553 Repairs Contract	6554 Repairs Contract
0,460	11,038	4,258	7,678	6,661	5,672	3,072	5,709	21,503	12,353	4,419	11,226	3,234
-16	3,280	949	659	1,030	3,077	0	1,046	10,088	2,391	-9,984	8,516	2,532
6545 Elevator Maintenance	6546 Elevator Maintenance	6547 Elevator Maintenance	6548 Elevator Maintenance	6549 Elevator Maintenance	6550 Elevator Maintenance	6551 Elevator Maintenance	6552 Elevator Maintenance	6553 Elevator Maintenance	6554 Elevator Maintenance	6555 Elevator Maintenance	6556 Elevator Maintenance	6557 Elevator Maintenance
235	549	549	1,000	128	9,899	1,354	1,316	-437	3,210	2,575	0	0
6549 Repair Material Environmental	6550 Repair Material Environmental	6551 Repair Material Environmental	6552 Repair Material Environmental	6553 Repair Material Environmental	6554 Repair Material Environmental	6555 Repair Material Environmental	6556 Repair Material Environmental	6557 Repair Material Environmental	6558 Repair Material Environmental	6559 Repair Material Environmental	6560 Repair Material Environmental	6561 Repair Material Environmental
276	1,308	1,308	1,300	1,740	433	34	704	0	0	0	0	0
6555 YSI Maintenance Repair	6556 YSI Maintenance Repair	6557 YSI Maintenance Repair	6558 YSI Maintenance Repair	6559 YSI Maintenance Repair	6560 YSI Maintenance Repair	6561 YSI Maintenance Repair	6562 YSI Maintenance Repair	6563 YSI Maintenance Repair	6564 YSI Maintenance Repair	6565 YSI Maintenance Repair	6566 YSI Maintenance Repair	6567 YSI Maintenance Repair
1,882	2,835	4,190	2,779	370	0	3,104	4,405	4,405	5,426	-3,043	1,198	2,204
6562 Boat Repair/Contract	6563 Boat Repair/Contract	6564 Boat Repair/Contract	6565 Boat Repair/Contract	6566 Boat Repair/Contract	6567 Boat Repair/Contract	6568 Boat Repair/Contract	6569 Boat Repair/Contract	6570 Boat Repair/Contract	6571 Boat Repair/Contract	6572 Boat Repair/Contract	6573 Boat Repair/Contract	6574 Boat Repair/Contract
6565 Furniture rest - Temp Relocation	6566 Furniture rest - Temp Relocation	6567 Furniture rest - Temp Relocation	6568 Furniture rest - Temp Relocation	6569 Furniture rest - Temp Relocation	6570 Furniture rest - Temp Relocation	6571 Furniture rest - Temp Relocation	6572 Furniture rest - Temp Relocation	6573 Furniture rest - Temp Relocation	6574 Furniture rest - Temp Relocation	6575 Furniture rest - Temp Relocation	6576 Furniture rest - Temp Relocation	6577 Furniture rest - Temp Relocation
197	2,744	0	0	1,879	822	1,289	491	701	1,326	594	711	2,096
6590 Misc. Oper and Maintenance	6591 Misc. Oper and Maintenance	6592 Misc. Oper and Maintenance	6593 Misc. Oper and Maintenance	6594 Misc. Oper and Maintenance	6595 Misc. Oper and Maintenance	6596 Misc. Oper and Maintenance	6597 Misc. Oper and Maintenance	6598 Misc. Oper and Maintenance	6599 Misc. Oper and Maintenance	6600 Misc. Oper and Maintenance	6601 Misc. Oper and Maintenance	6602 Misc. Oper and Maintenance
372	2,744	1,302	1,302	194	4,000	0	4,410	2,255	33,373	-43,000	21,767	0
6593 Uniform Laundry Service	6594 Uniform Laundry Service	6595 Uniform Laundry Service	6596 Uniform Laundry Service	6597 Uniform Laundry Service	6598 Uniform Laundry Service	6599 Uniform Laundry Service	6600 Uniform Laundry Service	6601 Uniform Laundry Service	6602 Uniform Laundry Service	6603 Uniform Laundry Service	6604 Uniform Laundry Service	6605 Uniform Laundry Service
6598 Fire Damage Costs	6599 Fire Damage Costs	6600 Fire Damage Costs	6601 Fire Damage Costs	6602 Fire Damage Costs	6603 Fire Damage Costs	6604 Fire Damage Costs	6605 Fire Damage Costs	6606 Fire Damage Costs	6607 Fire Damage Costs	6608 Fire Damage Costs	6609 Fire Damage Costs	6610 Fire Damage Costs
32,946	32,779	16,776	26,388	21,428	28,143	19,281	14,099	46,432	-1,046	28,196	20,622	30,302
7200 Inshore Replacement (eligible for RRR Draw)	7201 Inshore Replacement (eligible for RRR Draw)	7202 Inshore Replacement (eligible for RRR Draw)	7203 Inshore Replacement (eligible for RRR Draw)	7204 Inshore Replacement (eligible for RRR Draw)	7205 Inshore Replacement (eligible for RRR Draw)	7206 Inshore Replacement (eligible for RRR Draw)	7207 Inshore Replacement (eligible for RRR Draw)	7208 Inshore Replacement (eligible for RRR Draw)	7209 Inshore Replacement (eligible for RRR Draw)	7210 Inshore Replacement (eligible for RRR Draw)	7211 Inshore Replacement (eligible for RRR Draw)	7212 Inshore Replacement (eligible for RRR Draw)
11,008	12,004	15,159	15,159	10,650	11,670	4,409	16,145	7,389	10,369	15,870	15,375	10,313
7200 Allocation Expenses	7201 Allocation Expenses	7202 Allocation Expenses	7203 Allocation Expenses	7204 Allocation Expenses	7205 Allocation Expenses	7206 Allocation Expenses	7207 Allocation Expenses	7208 Allocation Expenses	7209 Allocation Expenses	7210 Allocation Expenses	7211 Allocation Expenses	7212 Allocation Expenses
4,089	3,650	65,647	32,785	10,715	34,823	21,600	73,395	58,500	46,595	26,332	10,588	1,207
7240 Excess Replacement (eligible for RRR Draw) (includes 30,300 EOY all in D)	7241 Excess Replacement (eligible for RRR Draw) (includes 30,300 EOY all in D)	7242 Excess Replacement (eligible for RRR Draw) (includes 30,300 EOY all in D)	7243 Excess Replacement (eligible for RRR Draw) (includes 30,300 EOY all in D)	7244 Excess Replacement (eligible for RRR Draw) (includes 30,300 EOY all in D)	7245 Excess Replacement (eligible for RRR Draw) (includes 30,300 EOY all in D)	7246 Excess Replacement (eligible for RRR Draw) (includes 30,300 EOY all in D)	7247 Excess Replacement (eligible for RRR Draw) (includes 30,300 EOY all in D)	7248 Excess Replacement (eligible for RRR Draw) (includes 30,300 EOY all in D)	7249 Excess Replacement (eligible for RRR Draw) (includes 30,300 EOY all in D)	7250 Excess Replacement (eligible for RRR Draw) (includes 30,300 EOY all in D)	7251 Excess Replacement (eligible for RRR Draw) (includes 30,300 EOY all in D)	7252 Excess Replacement (eligible for RRR Draw) (includes 30,300 EOY all in D)
164,402	174,513	203,279	168,817	175,493	207,204	148,396	231,963	270,250	244,942	276,660	193,995	161,444
6700 TAKEN INSURANCE	6701 TAKEN INSURANCE	6702 TAKEN INSURANCE	6703 TAKEN INSURANCE	6704 TAKEN INSURANCE	6705 TAKEN INSURANCE	6706 TAKEN INSURANCE	6707 TAKEN INSURANCE	6708 TAKEN INSURANCE	6709 TAKEN INSURANCE	6710 TAKEN INSURANCE	6711 TAKEN INSURANCE	6712 TAKEN INSURANCE
5,823	5,041	3,140	3,021	7,694	6,322	3,060	2,212	3,146	4,543	3,776	3,860	3,769
6710 Treas - Real Estate	6711 Treas - Real Estate	6712 Treas - Real Estate	6713 Treas - Real Estate	6714 Treas - Real Estate	6715 Treas - Real Estate	6716 Treas - Real Estate	6717 Treas - Real Estate	6718 Treas - Real Estate	6719 Treas - Real Estate	6720 Treas - Real Estate	6721 Treas - Real Estate	6722 Treas - Real Estate
30,007	34,071	35,453	35,453	36,039	36,409	35,996	-17,224	12,004	12,888	2,029	12,786	53,229
6720 Misc License/Permits (inc. materials in September, 2000 ed)	6721 Misc License/Permits (inc. materials in September, 2000 ed)	6722 Misc License/Permits (inc. materials in September, 2000 ed)	6723 Misc License/Permits (inc. materials in September, 2000 ed)	6724 Misc License/Permits (inc. materials in September, 2000 ed)	6725 Misc License/Permits (inc. materials in September, 2000 ed)	6726 Misc License/Permits (inc. materials in September, 2000 ed)	6727 Misc License/Permits (inc. materials in September, 2000 ed)	6728 Misc License/Permits (inc. materials in September, 2000 ed)	6729 Misc License/Permits (inc. materials in September, 2000 ed)	6730 Misc License/Permits (inc. materials in September, 2000 ed)	6731 Misc License/Permits (inc. materials in September, 2000 ed)	6732 Misc License/Permits (inc. materials in September, 2000 ed)
3,087	2,607	2,770	2,855	3,064	3,064	168	2,244	2,725	4,052	2,746	2,623	1,713
6722 Voluntary Compensation (includes 911 EOY adjustment in Dec)	6723 Voluntary Compensation (includes 911 EOY adjustment in Dec)	6724 Voluntary Compensation (includes 911 EOY adjustment in Dec)	6725 Voluntary Compensation (includes 911 EOY adjustment in Dec)	6726 Voluntary Compensation (includes 911 EOY adjustment in Dec)	6727 Voluntary Compensation (includes 911 EOY adjustment in Dec)	6728 Voluntary Compensation (includes 911 EOY adjustment in Dec)	6729 Voluntary Compensation (includes 911 EOY adjustment in Dec)	6730 Voluntary Compensation (includes 911 EOY adjustment in Dec)	6731 Voluntary Compensation (includes 911 EOY adjustment in Dec)	6732 Voluntary Compensation (includes 911 EOY adjustment in Dec)	6733 Voluntary Compensation (includes 911 EOY adjustment in Dec)	6734 Voluntary Compensation (includes 911 EOY adjustment in Dec)
5,557	5,557	5,541	5,195	5,320	3,919	6,090	5,243	4,958	4,958	4,958	4,373	4,273
6723 Employee Health and Life Insurance (excludes 401K)	6724 Employee Health and Life Insurance (excludes 401K)	6725 Employee Health and Life Insurance (excludes 401K)	6726 Employee Health and Life Insurance (excludes 401K)	6727 Employee Health and Life Insurance (excludes 401K)	6728 Employee Health and Life Insurance (excludes 401K)	6729 Employee Health and Life Insurance (excludes 401K)	6730 Employee Health and Life Insurance (excludes 401K)	6731 Employee Health and Life Insurance (excludes 401K)	6732 Employee Health and Life Insurance (excludes 401K)	6733 Employee Health and Life Insurance (excludes 401K)	6734 Employee Health and Life Insurance (excludes 401K)	6735 Employee Health and Life Insurance (excludes 401K)
564	564	564	564	594	594	564	564	564	564	564	564	564
6710 Pension/Interest Tax	6711 Pension/Interest Tax	6712 Pension/Interest Tax	6713 Pension/Interest Tax	6714 Pension/Interest Tax	6715 Pension/Interest Tax	6716 Pension/Interest Tax	6717 Pension/Interest Tax	6718 Pension/Interest Tax	6719 Pension/Interest Tax	6720 Pension/Interest Tax	6721 Pension/Interest Tax	6722 Pension/Interest Tax
8,221	8,221	8,221	8,221	8,221	8,221	8,221	8,221	8,221	8,221	8,221	8,221	8,221
6710 Pension/Interest Tax	6711 Pension/Interest Tax	6712 Pension/Interest Tax	6713 Pension/Interest Tax	6714 Pension/Interest Tax	6715 Pension/Interest Tax	6716 Pension/Interest Tax	6717 Pension/Interest Tax	6718 Pension/Interest Tax	6719 Pension/Interest Tax	6720 Pension/Interest Tax	6721 Pension/Interest Tax	6722 Pension/Interest Tax
46,125	46,125	46,125	46,125	46,125	46,125	46,125	46,125	46,125	46,125	46,125	46,125	46,125
166,676	100,911	108,217	100,919	105,291	100,695	98,223	46,919	77,660	94,146	66,769	78,032	117,213
6900 SERVICE EXPENSES	6901 SERVICE EXPENSES	6902 SERVICE EXPENSES	6903 SERVICE EXPENSES	6904 SERVICE EXPENSES	6905 SERVICE EXPENSES	6906 SERVICE EXPENSES	6907 SERVICE EXPENSES	6908 SERVICE EXPENSES	6909 SERVICE EXPENSES	6910 SERVICE EXPENSES	6911 SERVICE EXPENSES	6912 SERVICE EXPENSES
3,000	0	0	0	0	0	0	0	0	0	0	0	108
6901 Recreation Salaries	6902 Recreation Salaries	6903 Recreation Salaries	6904 Recreation Salaries	6905 Recreation Salaries	6906 Recreation Salaries	6907 Recreation Salaries	6908 Recreation Salaries	6909 Recreation Salaries	6910 Recreation Salaries	6911 Recreation Salaries	6912 Recreation Salaries	6913 Recreation Salaries
3,000	0	0	0	0	0	0	0	0	0	0	0	108
6906 Salaries	6907 Salaries	6908 Salaries	6909 Salaries	6910 Salaries	6911 Salaries	6912 Salaries	6913 Salaries	6914 Salaries	6915 Salaries	6916 Salaries	6917 Salaries	6918 Salaries
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COMPARISON TO BUDGET August 2010

	AUGUST			YEAR TO DATE			
	Actual	Budget	Variance %	Actual	Budget	Variance %	
Total Revenue	982,581	938,883	23,698 2.52%	7,863,732	7,511,064	352,668 4.70%	
Marketing	5,295	5,236	59 1.13%	38,278	41,888	(3,610) -8.62%	
Administrative	66,659	78,584	(11,925) -15.17%	514,585	628,672	(114,087) -18.15%	
Utilities	129,078	134,935	(5,857) -4.34%	1,036,812	1,079,480	(42,668) -3.95%	
O&M	157,864	147,200	10,664 7.24%	1,407,022	1,177,600	229,422 19.48%	
Tax Ins (inc. community room and finance exp)	70,156	34,105	36,051 105.71%	314,467	272,840	41,627 15.26%	
Rent	47,765	47,160	605 1.28%	378,731	377,280	1,451 0.38%	
Reserves	-	-	-	69,360	69,360	- 0.00%	
Replacement (excl. anticipated draw)	31,822	62,500	(30,678) -49.08%	563,694	500,000	63,694 12.74%	
Total Expenses	508,639	509,720	(1,081) -0.21%	4,322,950	4,077,760	245,190 6.01%	
Prior Period Adjustments	-	-	-	-	-	-	-
Available for Distribution	453,941	429,163	24,778 5.77%	3,540,782	3,433,304	107,478 3.13%	
Available for Distribution	453,941	429,163	24,778 5.77%	3,540,782	3,433,304	107,478 3.13%	
TIDA	431,244	407,705	23,539 5.77%	3,363,743	3,261,639	102,104 3.13%	
JSCo	22,697	21,458	1,238 5.78%	177,039	171,665	5,373 3.13%	





MEMORANDUM

MS, RR, FA, FIG
PS

To: Mirian Saez, Director of Operations, Treasure Island Development Authority

cc: Suzanne Wood, Edison Capital Jack Gardner, JSCo Ned York, JSCo
John Stewart, JSCo Loran Sanborn, JSCo Connie Le, JSCo
Paula Schlunegger, JSCo Lynny Lee, JSCo

From: Michael Smith-Heimer *MSH*

Date: August 20, 2010

Subject: Percentage Rent for Treasure Island Housing Project Sublease for July 2010

Enclosed is our payment of Percentage Rent in the amount of \$441,310 for the July period, calculated per the sublease agreement. This figure is based on the accompanying attachments. You should note that these expenses reflect a suspension of reserve funding as outlined in the sublease requirements but continue to include accrued funds to pay Possessory Interest charges of the property.

Calculation of Funds Available for Distribution

TIDA receives 95% revenues remaining after adjusting gross revenues by operating expenses, current accretion due and the repayment of ledger balances based on sublease specifications. Funds expended for replacement reserve eligible items are expensed in the period expenses are recognized. To the degree that these costs are reimbursed from the replacement reserve account, percentage rent will be adjusted in the period that the reserve draw is approved.

For the month of July 2010, Actual Total Revenues were 2.8% above Budgeted Total Revenues while Actual Total Operating Expenses were below Budgeted Total Operating Expenses by about 1.7% (with a significant negative adjustment for Operations and Maintenance during the period). The result was that Funds Available for Distribution were above budget by about 8%.

Calculation of Percentage Rent

Based on operations, a total of \$464,537 in adjusted Gross Revenues after costs of operations are available for distribution for the July period. These revenues are distributed as follows:

<u>July 2010 Distributions</u>	<u>Actual</u>	<u>Budgeted</u>
Available for Distribution	\$464,537	\$429,913
Percentage rent for TIDA	\$441,310	\$408,417
Percentage rent for JSCo	\$23,227	\$21,496

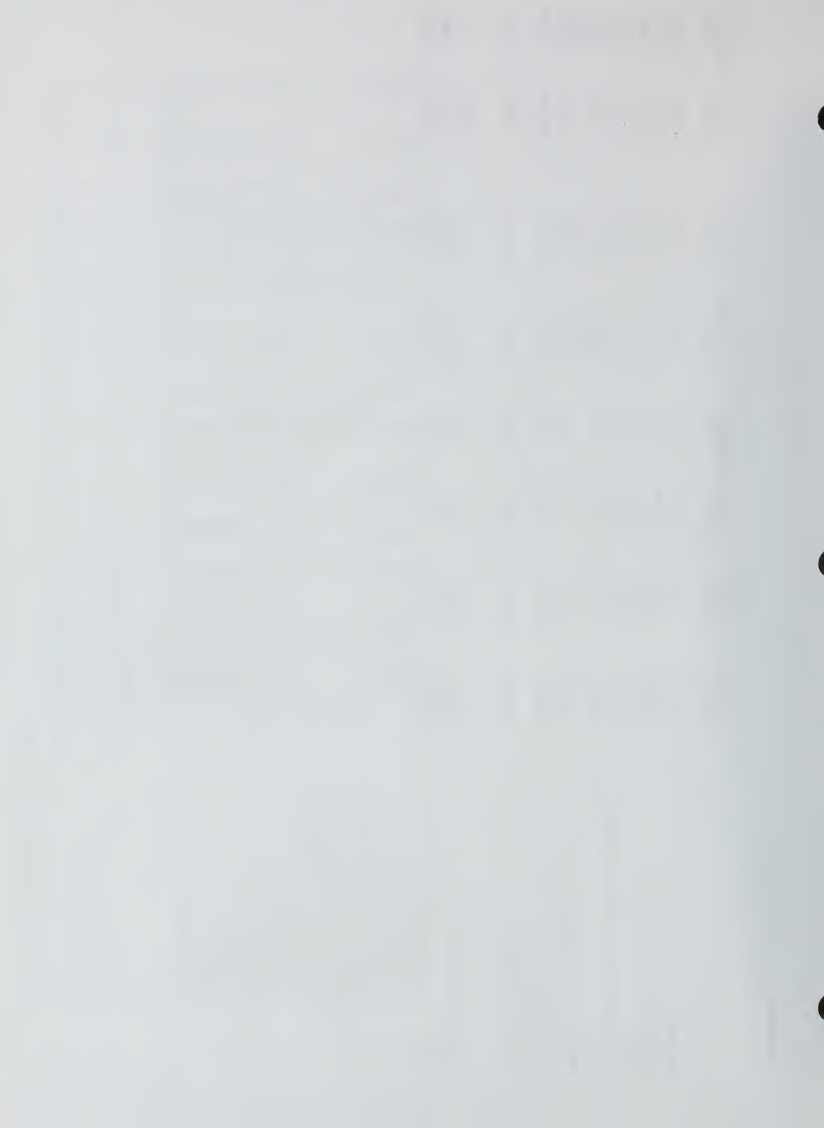
This percentage rent breakdown reflects the current year split by TIDA/JSCo. Beginning with April 2005 disbursements, TIDA receives 95% of revenues after expenses, while the John Stewart Company percentage is 5% of the amount.

PROTECTIVE OF REVENUES AND OPERATING EXPENSES FROM OPERATIONS

[illegible]

July 2010 Corrections for Treasure Island Project

[illegible]





MEMORANDUM

To: Mirian Saez, Director of Operations, Treasure Island Development Authority

cc: Suzanne Wood, Edison Capital Jack Gardner, JSCo Ned York, JSCo
John Stewart, JSCo Loren Sanborn, JSCo Connie Le, JSCo
Paula Schlunegger, JSCo Lynny Lee, JSCo

From: Michael Smith-Heimer *MSH*

Date: July 20, 2010

Subject: Percentage Rent for Treasure Island Housing Project Sublease for June 2010

Enclosed is our payment of Percentage Rent in the amount of \$378,655 for the June period, calculated per the sublease agreement. This figure is based on the accompanying attachments. You should note that these expenses include funding reserves as outlined in the sublease requirements including accrued funds to pay Possessory Interest charges of the property.

Calculation of Funds Available for Distribution

TIDA receives 95% revenues remaining after adjusting gross revenues by operating expenses, current accretion due and the repayment of ledger balances based on sublease specifications. Funds expended for replacement reserve eligible items are expensed in the period expenses are recognized. To the degree that these costs are reimbursed from the replacement reserve account, percentage rent will be adjusted in the period that the reserve draw is approved.

For the month of June 2010, Actual Total Revenues were 3.5% above Budgeted Total Revenues while Actual Total Operating Expenses were above Budgeted Total Operating Expenses by about 10% (with a significant negative adjustment for Operations and Maintenance during the period). The result was that Funds Available for Distribution were below budget by about 4.6%.

Calculation of Percentage Rent

Based on operations, a total of \$398,584 in adjusted Gross Revenues after costs of operations are available for distribution for the June period. These revenues are distributed as follows:

<u>June 2010 Distributions</u>	<u>Actual</u>	<u>Budgeted</u>
Available for Distribution	\$398,584	\$417,853
Percentage rent for TIDA	\$378,655	\$396,960
Percentage rent reimbursed to JSCo for Playground Construction	0	
Total percentage rent to TIDA	\$378,655	\$396,960
Percentage rent for JSCo	\$19,929	\$20,893

This percentage rent breakdown reflects the current year split by TIDA/JSCo. Beginning with April 2005 disbursements, TIDA receives 95% of revenues after expenses, while the John Stewart Company percentage is 5% of the amount.

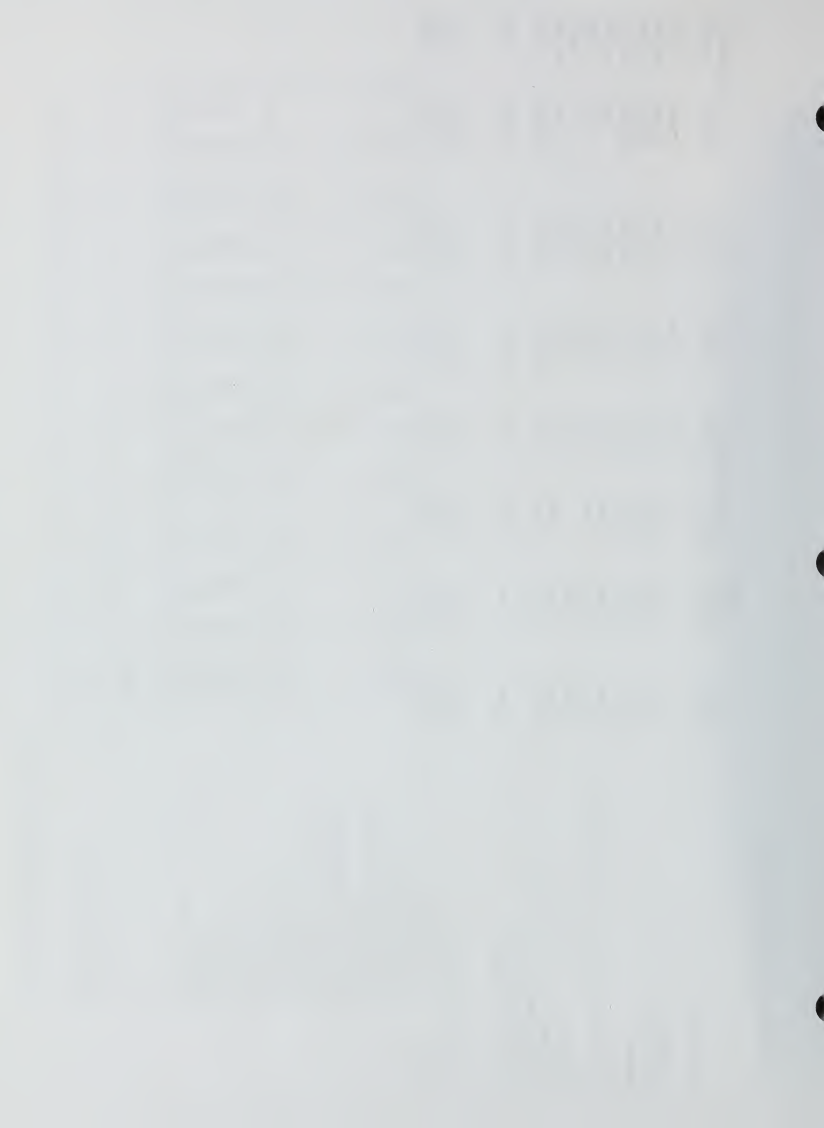
June 25th Operations for Treasure Island Project

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June 2010 Operations for Treasure Island Project

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THE
JOHN STEWART
COMPANY

To: Mirian Saez, Director of Operations, TIDA
Fr: Ned York, Assistant Vice President, JSCo. *NET*
Cc: Mike Smith-Heimer, Senior Vice President, JSCo.
Lynny Lee, Staff Accountant, JSCo.

Date: August 6, 2010

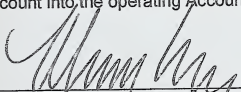
Subj.: Reserve for Replacement Withdrawal Request

Following the July monthly TIDA/JSCo meeting, I am submitting for your consideration documentation related to a request to withdraw funds totaling \$264,385.00 from the Villages at Treasure Island's Replacement Reserve Account and transfer the money into the property's Operating Account.

The enclosed Reserve Account Disbursement Request form includes a list of vendors, description of the work performed as well as the location of the work. All expenditures were paid for during calendar year 2010. All items are considered "capital improvements" and extend the "useful" life of the property as defined by HUD.

As of July, the Replacement Reserve Account had a balance of \$834,625, and monthly funding of the account had ceased because of the high deposit amount. The Villages currently has a portfolio of 578 units but only 540 are considered "rentable." Paragraph 11.3, Replacement Reserve Account of the Treasure Island Sublease Agreement states that funding for the account must be made until there is at least \$1,000 times the number of rentable units. Even with this withdrawal request, the balance will be \$570,240 which is still above the required amount. Therefore, resuming the monthly replacement reserve deposits will not be necessary at this time. However, the Villages will make subsequent withdrawal request(s) later in the fiscal year.

By signing below you are approving this transfer from the Replacement Reserve Account into the operating Account of the Villages at Treasure Island.


Mirian Saez, Director of Operations, TIDA

9/30/10
Date

CITY & COUNTY OF SAN FRANCISCO

GAVIN NEWSOM, MAYOR



TREASURE ISLAND DEVELOPMENT AUTHORITY
ONE AVENUE OF THE PALMS,
2ND FLOOR, TREASURE ISLAND
SAN FRANCISCO, CA 94130
(415) 274-0660 FAX (415) 274-0299
WWW.SFTREASUREISLAND.ORG

July 28, 2010

Mr. Matthew Godeau
Mayor's Office of Protocol and Appointments
San Francisco City Hall, Room 200
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102

Dear Mr. Godeau,

Per the requirements of the Treasure Island Development Authority Board of Directors ("Authority Board") Attendance Policy (enclosed), please find attached a report of each Authority Board member's attendance at all meetings of the Authority Board for the 2009-2010 fiscal year. Please contact me should your office have any questions regarding this report.

Sincerely,

A handwritten signature in black ink, appearing to read "Peter Summerville", written over a horizontal line.

Peter Summerville
Treasure Island Development Authority

Cc: Mirian Saez, Director of Island Operations
Owen Stephens, President, Treasure Island Development Authority

Attachment
Enclosure

TREASURE ISLAND DEVELOPMENT AUTHORITY
ONE AVENUE OF THE PALMS,
2ND FLOOR, TREASURE ISLAND
SAN FRANCISCO, CA 94130
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WWW.SFTREASUREISLAND.ORG



Treasure Island Development Authority Board of Directors
FY 2009 – 2010 Attendance Report
(11 meetings held)

Claudine Cheng (active member November '09 - present)

- 8 meetings attended
- No un-notified absences
- No un-notified absences

John Elberling (active member)

- 11 meetings attended
- No notified absences
- No un-notified absences

Helen Nigg (active member)

- 8 meetings attended
- 3 notified absences
- No un-notified absences

Jean-Paul Samaha (active member)

- 10 meetings attended
- 1 notified absence
- No un-notified absences

Douglas Shoemaker (active member)

- 6 meetings attended
- 5 notified absences
- No un-notified absences

Owen Stephens (active member)

- 11 meetings attended
- No notified absences
- No un-notified absences

(over)

John Rahaim (active member)

- 8 meetings attended
- 3 notified absences
- No un-notified absences

Fred Blackwell (member July '09 – October '09)

- 0 meetings attended
- 3 notified absences
- No un-notified absences

**TREASURE ISLAND DEVELOPMENT AUTHORITY
BOARD OF DIRECTORS
ATTENDANCE POLICY**

Introduction

In August 2006, the Board of Supervisors adopted Resolution 502-06, urging each City board, commission and advisory body ("Policy Body") to adopt an internal policy regarding members' attendance at meetings of the body and requesting each body to submit a copy of its policy to the Board of Supervisors by December 1, 2006. The Board of Supervisors resolution urges that such policy address "how and when members are to be excused from attending particular meetings" and "when the body is to report a member's excessive absenteeism to the appointing authority." On September 18, 2006 the Mayor issued a directive to Department Directors and Commission Secretaries urging them to incorporate specific baseline standards of commissioner attendance in their policies and procedures as appropriate. The appointing authority shall determine whether and how to take absences (whether notified or not) into account in making future decisions regarding member appointments or tenure.

Purpose

The following policy is designed to establish minimum attendance standards for the members of the **Treasure Island Development Authority Board of Directors** ("Authority Board"). In the event of any conflict between any provision of this policy and any provision of a City ordinance or other applicable law (collectively, "Laws") governing the Authority Board that establish more stringent attendance requirements for members of the Authority Board, the conflicting provision of such Laws shall govern.

Attendance Requirements

Except in the event of a notified absence, as defined below, each member of the Authority Board is expected to attend each regular or special meeting of the Authority Board. The Authority Board commission secretary ("Commission Secretary") shall maintain a record of members attendance.

Notified Absences

A member's absence shall constitute a "notified absence" where the member, in advance of the meeting, informs the Commission Secretary of the Authority Board. An absence due to unforeseen circumstances such as illness or emergency shall also qualify as a notified absence where the member reports such absence to the Commission Secretary of the Authority Board as soon as reasonably possible. The Commission Secretary of the Authority Board shall record as non-notified all absences involving neither advance notice nor unforeseen circumstances.

Report to the Appointing Authority

The Commission Secretary of the Authority Board shall report all instances of non-notified absences as well as any instance of three consecutive absences of a member from regular meetings in a fiscal year to the member's appointing authority, which for members of the Authority Board is the Office of the Mayor of San Francisco ("Office of the Mayor").

Annual Attendance Report

At the end of each fiscal year, the Commission Secretary of the Authority Board shall submit a written report to the Office of the Mayor detailing each Authority Board member's attendance at all meetings of the Authority Board for that fiscal year.



Good Neighbors of Treasure Island and Yerba Buena Island

www.TreasureIslandSF.org

Good_Neighbors@comcast.net

September 10, 2010

TO: San Francisco City Planning Department
Treasure Island Development Authority
Historic Preservation Commission

RE: EIR for Naval Station Treasure Island - Save Our Chapel

Please find attached our petition of 316 signatures to grant the chapel on Treasure Island the same status as the Great White Mansions on Yerba Buena Island and to preserve the building in a manner consistent with the other historic buildings on the base.

For decades the chapel served the millions of navy personnel that were stationed at or departed from Naval Station Treasure Island. For many it was the spiritual heart of the base and provided a non-denominational place for worship and comfort.

In addition, the chapel was one of the first buildings constructed utilizing materials from the deconstructed GGIE exhibits. It is an early expression of sustainable construction practices and reuse.

We, the below signed residents and friends of Naval Station Treasure Island, petition the San Francisco City Planning Department, the Treasure Island Development Authority, and the Historic Preservation Commission to preserve the historic Navy Chapel in a manner similar to the Great White Mansions on Yerba Buena Island. The chapel has been a spiritual home to countless Navy personnel, and a site for weddings by current residents of the Island and San Francisco. It holds a special place in the hearts of many. Preserving the chapel will retain a part of the history of naval presence in the bay area and will insure generations to come will enjoy the building.

Sincerely,

Mark R. Connors
President

Good Neighbors of Treasure Island and Yerba Buena Island





We, the below signed residents and friends of Naval Station Treasure Island, petition the San Francisco City Planning Department, the Treasure Island Development Authority, and the Historic Preservation Commission to preserve the historic Navy Chapel in a manner similar to the Great White Mansions on Yerba Buena Island. The chapel has been a spiritual home to countless Navy personnel, and a site for weddings by current residents of the Island and San Francisco. It holds a special place in the hearts of many. Preserving the chapel will retain a part of the history of naval presence in the bay area and will insure generations to come will enjoy the building.

Aug 24 2010	Louise M. Felsher	San Carlos	
Aug 24 2010	Mary Franklin	Treasure Island	It's a shame what greed can bring.....
Aug 24 2010	Christopher Montano	304 Nimitz Drive	
Aug 24 2010	SHANNON WISE	TREASURE ISLAND	
Aug 24 2010	Mark Connors	Treasure Island	I was married here!
Aug 24 2010	Douglas Owen Baker	Treasure Island	I'm an Army veteran and I'm pretty agnostic, but the value of that chapel is a visceral reminder of the hopes and fears of a million (?) or more Sailors that passed through this island.
Aug 24 2010	Miriam Padillapaz	Treasure Island	
Aug 24 2010	Diego Marcial Rios	Treasure Island	I feel the chapel on TI is a very important structure that should not be closed. Residents need a peaceful place to worship and build community!
Aug 24 2010	Jim Mirowski	Treasure Island	
Aug 24 2010	Peter Letourneau	TI	
Aug 25 2010	K.E. Knowles-Pearce	San Francisco	This is an important - and historic - building that should be included as part of the proposed development of T.I.
Aug 25 2010	Emory Maurice Wilson	1433 halibut ct	
Aug 25 2010	becky hogue	san francisco	
Aug 25 2010	lorraine damante	san francisco	
Aug 25 2010	sal damante	san francisco	
Aug 25 2010	Edwin M. Garcia	Treasure Island	I consider this to be a sanctuary for all and was married in the chapel two years ago. It was a special day!
Aug 25 2010	Arthur Banda	San Francisco	Chapel must be saved. It is a historical landmark. If necessary it could be moved to another location.
Aug 25 2010	esme marconi	san francisco, ca	



We, the below signed residents and friends of Naval Station Treasure Island, petition the San Francisco City Planning Department, the Treasure Island Development Authority, and the Historic Preservation Commission to preserve the historic Navy Chapel in a manner similar to the Great White Mansions on Yerba Buena Island. The chapel has been a spiritual home to countless Navy personnel, and a site for weddings by current residents of the Island and San Francisco. It holds a special place in the hearts of many. Preserving the chapel will retain a part of the history of naval presence in the bay area and will insure generations to come will enjoy the building.

Aug 25 2010	lashawndra breston	treasure island	Led By faith ministries has service and sunday school every sunday. my children were baptized there last week. I plan to renew my vows next year. this is our new church home, its unacceptable that plans would be made without consulting the community!!!!!!We are led by faith not by sight!!!
Aug 25 2010	Iris Tseng	Treasure Island	
Aug 25 2010	Ernest Dadis	Bay Point, CA	
Aug 25 2010	Herb Mesler	San Carlos, CA	The TI museum should also be preserved.
Aug 25 2010	Germaine Valenti	Vacaville	I will remember the church because when my cousin passed away we had a huge ceremony there for him. I think a church is needed on the island. It will give the opportunity for people to attend church without having to travel across the bridge in any direction.
Aug 25 2010	Kathleen Angel-Ortiz	Vacaville	
Aug 25 2010	Chris Green	Millbrae, CA	
Aug 25 2010	Michael Hutchins	Louisville, Kentucky	I spent most of my adult life in supportive ministry with the Navy Chaplaincy. It is sad, very sad when places of worship removed. I do hope that this sacred house of worship will be preserved.
Aug 25 2010	S. Corpuz	California	
Aug 25 2010	Colleen Medeiros	Sunnyvale, CA	
Aug 25 2010	Frankie Harrington	Los Altos, CA	
Aug 25 2010	Ida Duffy	New Port Richey, FL	
Aug 25 2010	James William Smith	Sacramento, CA	America needs to start working on saving our Christianity.....
Aug 26 2010	Steven Wolf	San Francisco, CA	
Aug 26 2010	Lee Carter	San Francisco, CA	it is part of the history of the island and of the naval presence. The presidio has both chapels; why can TI?



We, the below signed residents and friends of Naval Station Treasure Island, petition the San Francisco City Planning Department, the Treasure Island Development Authority, and the Historic Preservation Commission to preserve the historic Navy Chapel in a manner similar to the Great White Mansions on Yerba Buena Island. The chapel has been a spiritual home to countless Navy personnel, and a site for weddings by current residents of the Island and San Francisco. It holds a special place in the hearts of many. Preserving the chapel will retain a part of the history of naval presence in the bay area and will insure generations to come will enjoy the building.

Aug 26 2010	Mitchell Cruz	Suisun City, Ca	my father was stationed on TI with the Coast Guard back in 1976...I was actually born on Treasure Island at my familie's home on Bayside Dr(long story, but basically I couldn't wait to make my debut and the ambulance didn't come fast enough)..I was also baptized at the TI Chapel and to see it torn down would be a shame.
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Aug 26 2010	Kristin Clark	San Francisco	
Aug 26 2010	Mark Hathaway	Point Richmond, CA	
Aug 26 2010	Andy Asp	Oakland	Save the chapel! Build Around
Aug 26 2010	Cris Advincula Jr	Foster City, CA	
Aug 26 2010	John S. Lloyd	Pleasant Hill, CA	Much like the Mare Island Chapel, the site has significant historical and cultural value. Short term gains at the expense of posterity will only make our current choice to save this landmark more important.
Aug 26 2010	John Assalian	San Francisco	I was married there - it is an amazing structure and ought to be preserved.
Aug 26 2010	Mark Swabey	Sacramento	My mom was a WAVE, stationed at the chapel.
Aug 26 2010	stephanie limon	san francisco	
Aug 26 2010	Judith Benjamin	Millbrae, California	It would be tragic to destroy this sweet building--the source of so many wonderful memories!
Aug 26 2010	Brandon Solem	San Francisco	my parents got married at the church
Aug 26 2010	Irene Fong	San Francisco	My husband and I got married here in 2008. Please preserve this meaningful chapel.
Aug 26 2010	Alicia Preston	San Francisco	It's a beautiful place where friends have been married, I'd love to see it relocated somewhere.
Aug 26 2010	Pia Nepomuceno	Vallejo, Ca	
Aug 26 2010	Romme Ramirez	Vallejo	
Aug 26 2010	Jeanne King	Northern California	
Aug 26 2010	Anna Abbott	Napa, CA	
Aug 26 2010	Nelson Sparks	Dixon, CA	
Aug 26 2010	John V. Ray	hayward, ca	grew up & went to church there
Aug 26 2010	Arnel Bautista	San Francisco	

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Aug 26 2010	Dabetswe Natasha	Berkeley	My husband and I got married here. It is a wonderful place for people of different spiritual backgrounds to come together to get married as it's not affiliated with any denomination. Otherwise, it'll be hard for us to find a chapel to have a chapel wedding. So many memories (not just ours but others too) are made here...it can't be taken down or destroyed!
Aug 26 2010	Paul Wermer	San Francisco	
Aug 26 2010	Joelle Rosander	Oakland	My parents were married at the chapel in 1958. Please save it.
Aug 26 2010	Adler	Amy	My best friend was married in that chapel. I would hate to see it go.
Aug 26 2010	eleanor m telefoni	san francisco	My husband and I got married here and my daughter was baptised here as well.
Aug 26 2010	Kara Lander	Treasure Island	
Aug 26 2010	William Lopez	San Francisco	
Aug 26 2010	Erin Gardiner	Ukiah, CA	
Aug 26 2010	Jennifer Nolen	San Francisco	I was married at the chapel 2 years ago and would be so sad to lose it. I think it holds a lot of significance for many individuals and should remain on the island.
Aug 26 2010	Lindsay Mazotti	San francisco	We were married here and love this historic chapel. Please help us keep it on treasure island.
Aug 26 2010	Jason Zimmerman	San francisco	
Aug 26 2010	Robert J. Holst	Vacaville, CA	
Aug 26 2010	Amber J. Mondina	Fairfield, CA	
Aug 26 2010	Erin Loscocco	Treasure Island	Save the building!
Aug 26 2010	Elaine Vastine	San Francisco	Treasure Island Chapel should be saved! It's a beautiful structure and holds a special place in my heart. It's where my husband and I were married!



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Aug 26 2010 Marianne Mazotti Danville, CA

The chapel is lovely and so meaningful to the history of the island when it belonged to the Navy. Most recently it has played a meaningful role in the marriages of so many couples. It is in beautiful condition and deserves the chance to take its place in SF history. It would truly be a shame to lose this beautiful building. Please preserve its beauty, even if it means moving it to another location on the island. It is a part of Treasure Island and SF history.

Aug 26 2010	Karin Rosander	Rancho Palos Verdes	My parents got married there.
Aug 26 2010	Neil Chafetz	Rancho Palos Verdes	My inlaws were married there.
Aug 26 2010	Jordan Chafetz	Rancho Palos verdes	My grandparents were married there.
Aug 26 2010	Austin Chafetz	Rancho palos Verdes	My grandparents were married there.
Aug 26 2010	Cameron Chafetz	Rancho Palos Verdes	My grandparents were married there.
Aug 26 2010	Elizabeth Pidgeon-On	Vallejo CA	If so much as one federal dollar is involved in any part of the development, the chapel removal is subject to Section 106 review... Which requires no adverse impact. The chapel is by definition historic unless it's been radically altered. The Mare Island Chapel is a National landmark. Recommend you contact Susan Brandt-Hawley, preservation law attorney
Aug 26 2010	sandy gong	oakland, ca	
Aug 26 2010	Robert Nutter	Oakland, CA	My wife and I were married in this chapel 26 yrs. ago and I think it deserves to be preserved and remain a part of the community.
Aug 26 2010	Dana Forks	Hayward	
Aug 26 2010	Alice Lee	San Francisco	
Aug 26 2010	Chloe Fong	San Francisco	My parents were married here.

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Aug 26 2010	Nancy Foreman	San Bruno CA	I love that chapel. It is my understanding that there are no recorded divorces for couple who were married there during the military rein. Save the Chapel. Why are we a disposable society. Its PERFECT.
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Aug 26 2010	Christopher Proctor	Emeryville, Ca	
Aug 26 2010	Chris Cesano	Palo Alto	
Aug 26 2010	YIn Maung	Kelowna, BC	My sister got amrried here - beautiful chapel, please preserve.
Aug 26 2010	Juana Thomas	Treasure Island	
Aug 26 2010	Barbara A Erion	So. San Francisco	This beautiful chapel should be saved.
Aug 26 2010	DIANA MC CNEIL	SANTA ROSA, CA	
Aug 26 2010	Rommel Ramirez	Vallejo	
Aug 26 2010	Jan Hunter	Daly City	
Aug 26 2010	Hongxia Li Tsai	So. San Francisco	
Aug 26 2010	Bill Jenkins	Treas Island	
Aug 26 2010	alison cheung	san jose	
Aug 26 2010	Paul Naples	Fresno, California	
Aug 26 2010	Amy Schoew	San Francisco CA	
Aug 26 2010	Ronald Jenkins	San Jose, CA	Save it!
Aug 26 2010	Mary Coyne	Pennsylvania	
Aug 26 2010	Jim Petrovitz	South San Francisco	The Treasure Island Chapel is a landmark that must be preserved.
Aug 26 2010	Liz Petrovitz	South San Francisco	Save the Chapel!
Aug 26 2010	Jimmy Petrovitz	South San Francisco	
Aug 26 2010	John Petrovitz	South San Francisco	
Aug 27 2010	Maria A wolfram	San Francisco	
Aug 27 2010	Cathleen L. Edwards	San Francisco	



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Aug 27 2010 Gary G. Pollek San Bruno, CA I attended a wedding @the Chapel which was officiated by Cheech Marin during the time "Nash Bridges" was filming on Treasure Island. It is a beautiful structure and should be kept for all to see & use.

Aug 27 2010	Lee T. Hotchkin	Fresno, CA	
Aug 27 2010	Bob Fuss	San Jose, CA	
Aug 27 2010	Louise L. Hamre	San Francisco, CA	8,000 residents should have access to a church in their own community.
Aug 27 2010	Gregory L. Erion	South San Francisco	
Aug 27 2010	Valerie Stevenson	South San Francisco	We should save our history@
Aug 27 2010	Edna Hotchkin	Fresno	
Aug 27 2010	Jamie Whitaker	San Francisco	
Aug 27 2010	Phyllis Morison	Albany CA	
Aug 27 2010	Lisa Gotch	South San Francisco	
Aug 27 2010	Charlotte Dillon	Eureka CA	My husband and I celebrated our 25th wedding anniversary at the "TI" chapel. We were married for over 50 years. The chapel is beautiful and must be preserved.
Aug 27 2010	Amy Dillon Sewell	Eureka CA	I grew up in San Francisco and spent much time on Treasure Island. I can't believe the developers are planning community development with no church! What are they thinking?
Aug 27 2010	Nate Payne	South Beach	We have to save our Treasure Island Chapel!
Aug 27 2010	Sophia Hanifah	San Francisco	We were married at Treasure Island Chapel and would like to see it preserved as it is so lovely as well as being open to nondenominational folks like us.
Aug 27 2010	Jane House	Walnut Creek, CA	My parents were married there & we used to spend their anniversary's at the TI officers club.
Aug 27 2010	Lynn	Asbury Park, NJ	The old buildings have character that enhance all things around it - new and old...
Aug 27 2010	Rochelle Metteer	Auburn, California	
Aug 27 2010	Thomas Krala	Morganville, NJ	

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Aug 27 2010	Kyoko Linda Baba	Richmond	My son and his wife got married at this chapel and have fond memories. Just the fact that our Navy personal, who protect and serve our country have heartfelt of memories should be enough reason to preserve the chapel.
Aug 27 2010	Carmalita Pangilinan	Rio Vista, Ca	So much history being lost to development. Let's not lose this one.
Aug 27 2010	Barbara Parker	Venice, FL	All that is said above is SO true. PLEASE save this part of history and memories for so many, and also for the future.
Aug 27 2010	Henry Tsan	San Francisco	
Aug 27 2010	Ankey Thomas	Richmond, CA	PLEASE preserve this historic site. My best friend & her husband had a beautiful marriage ceremony there, they would love to be able to revisit the memorable day on their many anniversaries. They also want their children be able to see the chapel where they made their vows.
Aug 27 2010	Christopher Thomas	Richmond, CA	
Aug 27 2010	Tracy Jue	San Francisco	
Aug 27 2010	Jannie Tong	San Francisco, CA	
Aug 27 2010	John J. Dillon	San Bruno Ca	Many happy memeories of the chapel-my mother and deceased father had their 25th re confirmation of marriage there. Hope you can save it.
Aug 27 2010	pat port	san francisco	worth saving
Aug 27 2010	Dean J. Stoker	Walnut Creek, CA	As a Marine, I was stationed on T.I. for 3+ years, and I was married in the chapel in 1958. A fellow Marine was also married there in the same time period. Great memories, crossed sabers and all that. Save the chapel!
Aug 27 2010	Jessica Tse-Riehl	belmont	
Aug 27 2010	marta camer	san francisco	it would be very so sad not to preserve this beautiful and historic chapel!



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Aug 27 2010	Linda Saunders	Quilcene WA	My father taught electronics on Treasure Island for many years in the 1950's while in the Navy. He wasn't a religious man, but this piece of history needs to be preserved!
Aug 27 2010	Wendy E. Abbott	Montara, CA 94037	
Aug 28 2010	Greg Wadsworth	San Francisco	
Aug 28 2010	amy m. post	vacaville	
Aug 28 2010	Miles G Eiswirth	Sacramento CA	
Aug 28 2010	maxine castro	vacaville, ca	
Aug 28 2010	Mary J. Barnhart	Vacaville	
Aug 28 2010	Thomas A. Watson	Port Angeles, WA.	my wife and I were married in this chapel in March 1981. We both do NOT want to see it destroyed.
Aug 28 2010	Terri Watson	Port Angeles, WA	My husband & I were married at the chapel. We would hate to see anything happen to it. My husband was in the Coast Guard when we got married. He was stationed on the Blackhaw which was stationed on the other side of Treasure Island. My husband & I were raised in the Bay Area. So when we got married it was wonderful because our family and friends could come to our wedding. Also all of my husbands friends who were on the ship could come to. Please do Not destroy it. I will always remember that church & I would like to see it again.
Aug 28 2010	Anne McMurrey	San Francisco	
Aug 28 2010	Modris Salzirnis	Treasure Island	Save the Chapel by all means!
Aug 28 2010	Avis Ochoa	Hemet CA	
Aug 28 2010	E Pulido	TI	"Most who served in the Pacific theater (WW II) passed through Treasure Island" - Jason Pipes, San Francisco's Treasure Island, 2007. How many structures helped sooth that many souls on their way to face mortal danger? It is our duty to remember...
Aug 28 2010	Timothy Birnschein	Pasadena, CA	Please save the chapel. Two of my friends were married there!

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Aug 28 2010	Eileen Nepomuceno Ma	Vallejo	
Aug 28 2010	Jed Madayag	Vallejo	
Aug 28 2010	Reahna Madayag	Vallejo	
Aug 28 2010	Jorge Garcia	San Francisco	
Aug 28 2010	David M Natcher	San Francisco, CA	My wife and I were married there on July 12, 1969. We still visit occasionally. The building is in fine shape and it would be a crime to destroy it.
Aug 29 2010	Jeannetta Mitchell	Treasure Island	
Aug 29 2010	Johnny B Tsan	Fairfield, CA	
Aug 29 2010	Harry T. Parmley	Las Vegas, NV	A former Command Master Chief of Naval Station Treasure Island, this building holds a special place in my heart. I retired from 32 years of Naval Service in this chapel in 1997.
Aug 30 2010	Pamela Natcher	San Francisco	
Aug 30 2010	Kourtney Wagner	Oakland	I was married at the chapel in 2008, and would hate to see it go!
Aug 30 2010	Karen Conrad	Vacaville CA	
Aug 30 2010	Michael Goldman	San Francisco	
Aug 30 2010	Daniel Kemp	Novato	I have worked on Treasure Island for years (Nash Bridges & Trauma). The chapel is a real treasure.
Aug 30 2010	Lisa Rourke	Connecticut	
Aug 31 2010	Maria Ha	San Francisco	
Aug 31 2010	Martin Craft	Hoboken, NJ	I have attended several weddings at the chapel, and I know what a special place it is in the hearts of many.
Aug 31 2010	Ewan Lithgow	Pacific	
Aug 31 2010	Jeremy Kneessi	Treasure Island, SF	
Aug 31 2010	Sarah Veenstra	Lincoln, CA	
Aug 31 2010	Eugene A. Brodsky	San Francisco	
Aug 31 2010	Christine Adair	Oakland, CA	
Sep 1 2010	Anne Mueller	Oakland, CA	
Sep 1 2010	Victoria Blackmon	San Jose	

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Sep 1 2010	Larry Cupler	Rocklin, CA	
Sep 1 2010	Agnes M. Noriega	Citrus Heights, CA	
Sep 1 2010	Rev. Paul Chaffee	San Francisco	Please see the letter to the editor in the Monday Chronicle. Sorry it didn't have the petition link. But we do have the link on the newsletter that goes out to a couple thousand addresses today.
Sep 1 2010	Nicholas Naugle	Oakland, Ca	
Sep 1 2010	Kiel Anne Murray	Piedmont, CA	save the chapel!
Sep 1 2010	MC	Bennett	It's beautiful and historic. It should be preserved. And it's on Treasure Island.
Sep 2 2010	Roger Moss	Berkeley	I have an undated 3 page essay on the history of the chapel written by Hugo W. Osterhaus, Read Admiral, USN (RET). Mentions SF coppersmith Dirk van Erp. Want to see it? Let me know.
Sep 2 2010	Patricia Singer	Piedmont, CA	I was married at this lovely Chapel in 1968 to my Vietnam-bound sailor husband. The Chapel deserves to be saved and treasured for future generations and out of respect to all the brave Sailors worldwide.
Sep 2 2010	Jennifer Sayenga	Pasadena, CA	
Sep 2 2010	Valerie Lambertson	South San Francisco	
Sep 2 2010	Tim Brauhn	San Jose	Thanks!
Sep 3 2010	Randy Fong	South San Francisco	
Sep 3 2010	Adrienne Lowe	Richmond, IN, USA	
Sep 3 2010	Jane B. Borg	San Francisco	The Treasure Island community needs a place for spiritual worship. This beautiful chapel should be preserved for use by future generations.
Sep 3 2010	Melissa Goan	San Francisco	
Sep 4 2010	Wendy McClure Shrum	Meridian, Idaho	
Sep 4 2010	Joseph Borg	San Francisco	
Sep 4 2010	Michael McGowan	Oakland, Ca	Chapels give a community history and roots.

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Sep 5 2010	Alice Wood	Oakland	I totally support saving the chapel. It's small enough to be moved.
Sep 5 2010	Doug Olsen	Rockridge, Oakland	
Sep 7 2010	Jeffrey Kline	1221-C Mariner Dr.	
Sep 9 2010	Don Downey	San Ramon	

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Name	Location (TI/YBI, SF, etc)
1 Bryant A. Brewster	Treasure Island
2 ANDREA MARC HUN	HERCULES
3 Patricia Kirk	Treasure Island
4 MARY LEWIS	" "
5 Charles Watts	" "
6 Icon Figgins	" "
7 EDWIN JORDANO	Treasure Island
8 Eric Jones	SF
9 SERGIO M. VIOZ	Treasure Island
10 Shaun A. Anderson	S.F.
11 Helene Wilson	Treasure Island
12 James Wilson	S.F.
13 Helene Brewer	1408 Sturgeon # D
14 Barbara Leahy	1226 Bayridge
15 Hector Ortiz	Treasure Island SF
16 Tiffany Thomas	1412 Flounder Ct Unit F
17 Terechi Harris	Treasure Island
18 Emeraldia Michel	Treasure Island
19 Ruby Biddle	810 Ave D, Treasure Island
20 George Spina	1539 PEBODIA
21 John Spina	
22 Colton Spina	✓
23 Cheryl Fells	
24 Joanna Crespo	Treasure Island



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415-520-6653

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Name	Location (TI/YBI, SF, etc)
1. Jenn Montgomery	1410 Flounder Ct #C, SF 94130
2. Sharonda Johnson	1225 Northpoint Dr #A SF 94130
3. Laura Thorsson	1133 Mason #H 94130
4. LARRY W Lee	Marine Treasure Island
5. Nora Calderon	1403 - Unit #C Sturgeon St S.F. 94130
6. Linda Gossage	T.I.
7. Harry Gossage	T.I.
8. Naomi Gossage	T.I.
9. Seth	T.I.
10. Tina Correa	1241 A Northpoint Dr. SF CA 94130
11. ARMANDO Bollaopuez	T.I.
12. Luis Henriquez	11232 C Northpoint Dr
13. EILEEN STECKTON	60 B Yerba Buena Rd.
14. DAVID RAYE	1241 A Exposition
15. Ricco Gilman	302 Dimitz Dr. Unit B S.F. 94130
16. Alta Ramon	302 Dimitz Dr. Unit B S.F. 94130
17. Blake	301E Marilla Ct SF 94130
18. Brandie L. Mann	106A Forest Road SF 94130
19. Mark Hunter	66 F Yerba Buena Rd SF 94130
20. SANDA Gleding-Jew	1430A Halibut Ct #A
21. MAYA Tippet	T.I.
22. Avi Ben-Avram	T.I.
23. GABRIEL DIKEH	TI
24. LEU KILUN	1080A Dr



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Name	Location (TI/YBI, SF, etc)
1 Enishmiller	1216 BAYVIEW BLVD #A
2 Ethel Brown	1216 BAYVIEW BLVD #A
3 Aguilera Tjering	166 Kirk Rd SF CA 94134
4 Joley	363. Ave 94130
5 Lambert Angelo	102 Joulume St
6 Alexis Anderson	355 H. Ave
7 Desiree Walker	355 H. Ave.
8 Jayante Eaton	355 H. Ave
9 Docio Garcia	355 H. Ave.
10 Francisco Moreno	355 H. Ave
11 Carmina Whitmore	351 H Ave Building 442
12 Ayanna Hoskins	351 H AVE Building 442
13 Matthew Benjamin	351 H Ave Building 442
14 Chante Walker	351 H AVE Building 442
15 Marcel Simanson	351 H Ave Building 442
16 Chellie Johnson	351 H Ave Building 442
17 Estevan Ibarra	351 H Ave Building 442
18 Eber Quintanilla	351 H Ave. Building 442
19 Grey Young	351 H AVE Building 442
20 Anthony Villalobos	351 H AVE Building 442
21 Atkins, Isaac	P.O. Box 15873 San Francisco CA 94115
22 Ken Hurst	442 H. AVE 94103
23 A. Saleh	2nd St of the Palms 94130
24 Doug Merritt	1425 North St 94130

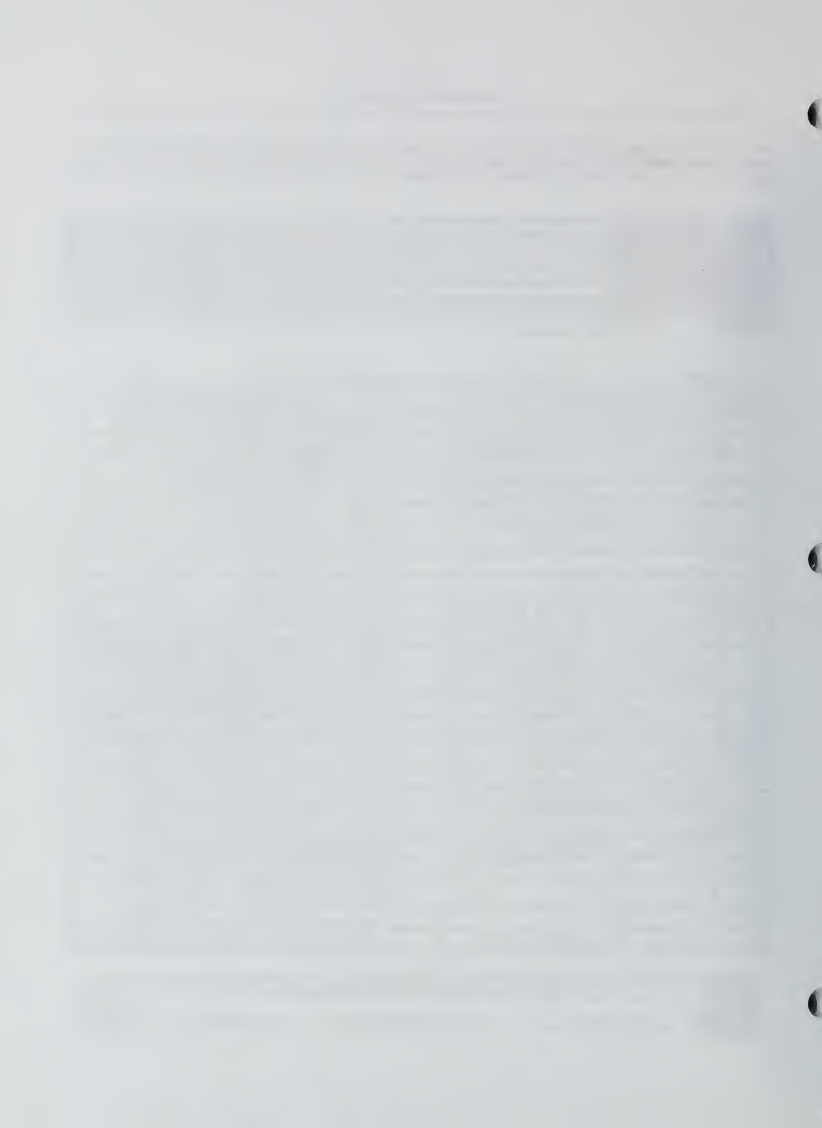


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Name	Location (TI/YBI, SF, etc)
1 Kenneth Brown	2 Ave of the Palms Bldg 2 Suite 106 T I
2 Margaret Bullough	1206 #D Mariner DR T.I 94130
3 Edna Chapman	1243 B Northpoint Court YBI
4 Frank Simard	1206 S. Mariner. S 410
5 Ken Taylor	1200 GATEWAY
6 Ann Barry	840F Pacific Ave
7 Scott King	1441 Chanoak San Francisco
8 Susan Bullough	1441 Chanoak San Francisco
9 Elsha Hayes	1441 Chanoak SF
10 Lizza Bodin	1441 Chanoak SF
11 Mary Johnson	1441 Chanoak SF
12 Yolande Lee	353 7th St SF 94103
13 Yusuf Bektes	333 7th St S.F. CA. 94107
14 Maureen Pearson	516 S. Sunset Richmond
15 Cynthia Tins	1020 Greenmont Valley
16 Fred Evans	1471 Newcomb
17 Kathleen Guidry	5348 Catanzaro Way
18 Sherri Benson	
19 Tim Hackett	331 Yerba Buena RD
20 Kenneth Ewing	1315D Gateway Ave 94130
21 Alex Lewis-Kochine	1305A Gateway Ave 94130
22 Patricia Humfrey	1305A GATEWAY AVE 94130
23 Theresa Sparks	725 VANNES #302 94102
24 Louise Fitcher	39 Buena St SF CA 94110



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We, the below signed residents and friends of Naval Station Treasure Island, petition the San Francisco City Planning Department, the Treasure Island Development Authority, and the Historic Preservation Commission to preserve the historic Navy Chapel in a manner similar to the Great White Mansions on Yerba Buena Island. The chapel has been a spiritual home to countless Navy personnel, and a site for weddings by current residents of the Island and San Francisco. It holds a special place in the hearts of many. Preserving the chapel will retain a part of the history of naval presence in the bay area and will insure generations to come will enjoy the building.

Name	Location (TU/YBI, SF, etc)
1 Angel Connady	Walden House
2 Lisa Lardner	Walden House
3 Tim Chase	Walden House
4 Athena Pierce	SF
5 Finkbeiner	RM
6 Brian Stockton	XBI
7 Jack Stockton	XBI
8 John Thompson	NORTHPOINT
9 Tim Hodge	Kepplen Court
10 Katrina Ratter	Kepplen Court
11 Marshall Cheesman	Treasure Island
12 Lily Lu	Treasure Island
13 Marky Jung	Kepplen Court
14 Love Maria	Reeves Court, Treasure Isle.
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This petition is sponsored by Good Neighbors of Treasure Island and Yerba Buena Island—This petition must be returned to Good Neighbors by Sept. 7th to be included in the petition drive.

www.TreasureIslandSF.org

Good_Neighbors@comcast.net

415-520-6653

Save Our Chapel

Are you interested in saving a part of Treasure Island history? For many former Navy personnel, residents, and friends of the Island the chapel stands out as a landmark and a part of our past worth saving. Please sign the petition below to show your support for the preservation of this historic building. Tell Your friends!



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Name	Location (TI/YBI, SF, etc)
1 IBNA GUILLEN	Treasure Island
2 Veronica Elvira	Chico
3 Kathryn Lundgren	TI
4 Masori Lundgren	"
5 Erik Lundgren	"
6 Quinn Lundgren	"
7 Praise Lundgren	"
8 Chris Ziegfeld	TI
9 Sophie Parish	SF
10 Drew Butler	TI
11 Jocelyn Keratta	Berkeley
12 Maya Keratta	"
13 Samantha Jensen	Oakland
14 Sarah King	"
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This petition is sponsored by Good Neighbors of Treasure Island and Yerba Buena Island—This petition must be returned to Good Neighbors by Sept. 7th to be included in the petition drive.

www.TreasureIslandSF.org

Good_Neighbors@comcast.net

415-520-6653





Volume 2, Issue 8
August 2010

NEWS

This newsletter was prepared
By Good Neighbors of Treasure Island
and Yerba Buena Island
under consultation with:
Treasure Island Development Authority;
Mayor Gavin Newsom;
Owen Stephens, President,
Treasure Island Authority;
and Miriam Saez,
Director of Island Operations

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TREASURE ISLAND NEWS

DEADLINES & CONDITIONS

- All submissions of articles, announcements, and calendar items must be submitted to Andrea McHenry, Editor-in-Chief by the 10th of the month prior to publication for consideration. Email

TreasureIslandNews
@comcast.net

- The editorial board reserves final rights for inclusion and exclusion.
- Acceptable formats are text submitted in Microsoft Word, PowerPoint, Publisher, JPEG or PDF.
- We encourage positive ideas, solutions and creative problem-solving for our communal challenges; we choose to build community rather than find blame.

Draft Environmental Impact Report Released

After many months of hard work, the Draft Environmental Impact Report for the Treasure Island / Yerba Buena Island Redevelopment Project was published on Monday, July 12th, 2010. This started the 45 day public comment period. Written comments can be submitted until August 26th, 2010 at 5:00PM, and should be addressed to:

Bill Wycko
Environmental Review Officer
San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103

The Draft EIR can be downloaded at the City and County of San Francisco's Planning Department website: <http://tinyurl.com/meacases>

The Draft EIR Public Notice can be downloaded at TIDA's website: <http://sftreasureisland.org/Modules/ShowDocument.aspx?documentid=567>

A joint public hearing has been scheduled with the Planning Commission and TIDA Board for August 12th, 2010 at 10:00 AM in the Board of Supervisors legislative chambers, City Hall, Room 250. There will also be an informational presentation on the Draft EIR at the August 18th Citizens Advisory Board meeting at 6:00 PM, City Hall, Room 305. The purpose of the joint public hearing on August 12th is to offer the public the opportunity to provide comments on the Draft EIR. The purpose of the CAB meeting

continued on page 5

Transbay Temporary Terminal Set to Open

Starting August 7, The SF Muni 108 will now stop and pick up at the corner of Howard and Beale St.

San Francisco - The Transbay Joint Powers Authority (TJPA) announced today the official opening date of the Transbay Temporary Terminal and the closing of the existing Transbay Terminal starting August 7, 2010. The Transbay Temporary Terminal, located on Howard and Main Streets, will serve as the temporary bus facility until the completion of the Transbay Transit Center at First and Mission streets in 2017.

The Transbay Temporary Terminal will serve AC Transit, Muni, Greyhound, WestCAT Lynx, Greyhound, SamTrans and Golden Gate Transit. The

open air facility will serve AC Transit, Greyhound and WestCAT Lynx on the inside of the site and Muni, Golden Gate Transit and SamTrans on the perimeter of the site.

"We are very excited about the opening of the Temporary Terminal as it allows us to move forward with constructing what will be one of the first High Speed Rail stations in the country," said Maria Ayerdi-Kaplan, Executive Director of the TJPA. "The Temporary Terminal will serve all of the current transit riders who use the Transbay Terminal until the new Transit Center opens its doors in 2017."

The Temporary Terminal is an open air facility and will feature real time electronic signage, 24-hour on-site security and overhead canopies to protect passengers while they wait. A full list of bus stops at the Temporary Terminal is available at www.temporaryterminal.org

Map of terminal can be found on page 6



August 2010

SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3 National Night Out 6-8 pm	4	5	6	7 Temp. Transbay Terminal Opens
8	9	10	11	12 Draft EIR Public Hearing-10 am	13 Friday Fun Festival	14
15	16	17 DEADLINE: Public Com- ment on Transi- tion Plan	18 CAB Meeting - 6 pm	19	20	21 Cork n' Pork
22	23	24	25	26 DEADLINE: Public Comment EIR	27	28
29	30	31				

The (TIDA) Board of Directors meets on the second Wednesday of every month at 1:30 PM at San Francisco City Hall, Room 400. For more information, visit www.SFTreasureIsland.org

NOTE: MEETING CANCELED FOR AUGUST

Treasure Island/Yerba Buena Island Citizen Advisory Board (CAB) Meetings are on the first Tuesday of each month 6:00 PM - 8:00 PM. **NOTE: AUGUST MEETING IS ON THE 18TH**

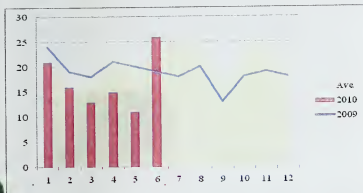
Meeting locations vary. Check the agenda posted on www.SFTreasureIsland.org

Summer Safety

M. Connors

Summer is here and all parts of the city have seen an increase in reported crimes. Treasure Island is no exception.

As expected, we have seen a seasonal increase in the number of calls for service which resulted in a police report. Looking at the chart below, you can see that June saw a significant increase over previous months this year, but is not so far off from the 4 year average (green back ground).



What you don't see, and which needs some explanation, is that the majority of the items that made the list this month are more quality of life oriented (vandalism, runaways, traffic, etc) and only 6 of the police reports that were generated are "part one" crimes. Part One Crimes are incidents such as burglary, and assault.

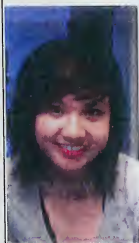
We are experiencing a rise in the number of reported burglaries over the previous year (four in June). One suspect with outstanding warrants has been arrested with the help of community members and the police. Police are also investigating other potential sources for the burglaries.

The various agencies on the island have been informed, including the police, but we need the help of residents in mitigating this problem.

Tips For A Safer Summer

- Always lock your doors and windows – upstairs and down.
- Remove any items from your property that can be used to climb into your unit
- Use caution when answering your front door. Suspects have been known to assess houses before burglarizing them.
- Keep your blinds drawn
- Don't leave heavy objects in your yards that can be used to break glass
- If you see or hear something suspicious – always report it to the police

VICKY LEE—TI YMCA COORDINATOR



It is with considerable sadness that I have decided to move on with my professional career and leave my position of Treasure Island YMCA coordinator. I would like to take this opportunity to personally thank all of you for being a part of my life over the past year and a half.

It is very rare that a community as diverse as Treasure Island rally around each other to lend a hand to its various endeavors. I am very lucky to have had a chance to work with all of you to bring the community closer each day, and I wish you all luck through the redevelopment process.

As I slowly transition off the Island to make way for a new coordinator, I ask that you please give just as much support to the new member as you gave to me when I first started. I have truly felt welcome in the community, even as a non-resident, and I would love to see you continue to collaborate with each other in making Treasure Island a wonderful place to live.

Though I will not be on Treasure Island anymore, I will remain with the YMCA, and I will always be willing to give my support wherever I am needed. My email address is the same at vlee@ymcasf.org; please do not hesitate to ask any questions about my transition.

Again, I sincerely thank all of you for showing me what a true community is, and why so many people choose to give back. — Vicky Lee

E-mail Updates from Good Neighbors

Good Neighbors sends out at least one email per month containing the community newsletter and sometimes more. If you would like to get these updates, please write to:

Good_Neighbors@comcast.net. Your information will be treated as confidential and your address will not be shared with others.

To ensure that future announcements from Good Neighbors of Treasure Island and Yerba Buena Island are delivered to your inbox (not your bulk folder), please add **Good_Neighbors@comcast.net** to your address book.

If you have already signed up but are not getting announcements, please check your SPAM filter.

NOTE: Signing up on the list does not make you a member. To become a member, please visit **TreasureIslandSF.org** and complete an online membership application.



Treasure Island Wines

Attention Porkinistas*:

TREASURE ISLAND WINES PRESENTS:

Cork N' Pork 2010

Saturday, August 21, 2010 12 pm - 4 pm

This year we have spiced things up big time to complement our big bold flavors:

Everett & Jones BBQ
Live Music
Wine Makers On Site

*Not a Porkinista? (Chicken & Veg options available if you alert us by Aug 14)

\$\$ SAVE YOUR BACON \$\$

Buy *tix* early and reap serious online savings
(Limited quantity-valid through 8/14 or until sold out)

Use these promo codes:

Twofer = Two for price of one
Fourer = Four for price of two
Heifer = Eight for the price of four

BUY TIX/MORE INFO

Click below or copy & paste into your browser
<http://www.localwineevents.com/events/detail/323848/cork-n-pork-2010-at-treasure-island-wines>

Questions?

Email

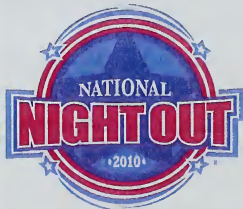
lou@tiwines.com

Visit

www.tiwines.com



2ND ANNUAL NATIONAL NIGHT OUT AGAINST CRIME ON TREASURE ISLAND



POLICE-COMMUNITY PARTNERSHIPS

When: Tuesday, August 3, 2010

Time: 6 pm - 8 pm

Where: Mariner and Gateview Ave.
Across from Northpoint Drive

Free Food and Drinks, Police, Displays,
Giveaways, K-9, Fun for the whole
Family, Police motorcycles

Sponsored by SFPD, TIDA, Good Neighbors, Catholic Charities

is for staff to describe the CEQA process (steps and timeline), explain the purpose of the EIR, the project that was evaluated, and what resource areas were analyzed. The presentation will not be a detailed "page-turn" of the document, nor will it describe the impacts and mitigations contained in the document. Due to CEQA procedural requirements, comments received at the August CAB meeting will NOT be responded to in the Comments and Responses document that staff and MEA will be working on after the public comment period closes. Only written comments submitted to the Planning Department and comments received at the joint public hearing will be responded to in the Comments and Responses document.

The Draft Redevelopment Plan and Final Preliminary Report were also both published on July 12th, 2010. These two documents are required as part of the Redevelopment Plan adoption process under California Redevelopment Law (CRL). They were published at the same time as the Draft EIR because the EIR analyzes the Redevelopment Plan and its proposed projects and activities. The Draft Redevelopment Plan and Preliminary Report are consistent with the 2006 Development Plan and Term Sheet, as updated by the 2010 Development Plan Update that the CAB, TIDA and Board of Supervisors endorsed in April and May, 2010. A short informational presentation on both of these documents will also be provided at the CAB meeting in August. No formal action will be taken on either document at this time, however the CAB, TIDA Board and Planning Commission will be asked to make a recommendation to BOS for adoption of the Final Redevelopment Plan, if and when the Final EIR is certified.

The [Draft Redevelopment Plan can be downloaded here:](http://sf-treasureisland.org/Modules/ShowDocument.aspx?docum entid=565)
<http://sf-treasureisland.org/Modules/ShowDocument.aspx?docum entid=565>
 The [Final Preliminary Report can be downloaded here:](http://sf-treasureisland.org/Modules/ShowDocument.aspx?docum entid=569)
<http://sf-treasureisland.org/Modules/ShowDocument.aspx?docum entid=569>

The following describes the relationship of the various documents to one another and within the overall project approvals and entitlements process:

Environmental Review [Draft EIR published July 12, 2010] CEQA requires preparation of an EIR prior to consideration of the approval of a Redevelopment Plan, and all other discretionary project approvals. In accordance with CRL, environmental review must also be completed within 18 months of Plan Adoption for former military bases, however TIDA intends to complete environmental review concurrent with the Redevelopment Plan adoption process. While other environmental review has been previously completed, the Redevelopment Plan would not be adopted until this project-level EIR is certified. The Navy prepared a Final EIS for the Disposal and Reuse of Naval Station Treasure Island in June 2003 in accordance with NEPA, and the City prepared a Final Environmental Impact Report for the Transfer and Reuse of Naval Station Treasure Island in June 2006 in accordance with CEQA. The EIR analyzed the conveyance of NSTI to the City at a programmatic level, and also analyzed the expansion of the Clipper Cove Marina at a project specific level, therefore the current EIR does not analyze the marina, other than in the context of cumulative impacts. In certifying the 2006 EIR, the Planning Commission and TIDA, as lead agencies under that EIR, determined that subsequent project level review would not be tiered from that document, therefore the current project-level EIR was required.

Preliminary Report [Published July 12, 2010]

The Preliminary Report describes the purpose and impact of the Redevelopment Plan and the Redevelopment Program that the Redevelopment Plan makes possible, and is the first major background document in the Redevelopment Plan adoption process. The Preliminary Report is designed to provide members of the CAB, the TIDA Board and other governmental bodies, affected taxing entities and interested citizens with an early statement of comprehensive background information on the proposed Redevelopment Plan adoption. The development program contemplated in the 2006 Development Plan and Term Sheet and 2010 Development Plan Update, together with the separately proposed Clipper Cove Marina project and the YBI Ramps Improvement Project, is the basis for the Redevelopment Program being considered in the Preliminary Report and that would be authorized by the adoption of the Redevelopment Plan.

Draft Redevelopment Plan [Draft published July 12, 2010]

The Redevelopment Plan will ultimately be the legal document setting forth the basic goals, powers and limitations within which TIDA must conduct its activities over the life of the Redevelopment Project. The Draft Redevelopment Plan was published with the Preliminary Report, and is available for public review. However no formal action or public comment period is required.

Report to Board (Report on the Plan) [To be prepared and published late 2010, early 2011]

The Report on the Plan consists of updated information from the Preliminary Report, a five-year implementation plan and additional chapters addressing specific requirements of the CRL.

Final Redevelopment Plan [To be prepared and published late 2010, early 2011]

TIDA will prepare a final Redevelopment Plan and submit the final Redevelopment Plan to the CAB and the Planning Commission for their recommendation. The TIDA Board and, ultimately, the Board of Supervisors, decide whether to adopt the Redevelopment Plan.

Disposition and Development Agreement (DDA) and THDI Agreement [Drafts to be prepared and presented in Fall 2010, Final agreements prepared and presented late 2010, early 2011] TIDA and TIDC are currently negotiating a DDA and other transaction documents relating to the redevelopment project. TIDA and THDI are also currently negotiating a separate agreement by which THDI would participate in the redevelopment via new supportive homeless housing and economic development opportunities. These two agreements and their related transaction documents would ultimately need to be approved by TIDA and the Board of Supervisors, in order to permit implementation of the Development Program contemplated in the 2010 Development Plan Update, analyzed in the EIR and authorized by the Redevelopment Plan. Approval of both agreements by TIDA and the Board of Supervisors are subject to final certification of the EIR by TIDA and the Planning Commission.

Michael Tymoff
 Office of Economic and Workforce Development
 Tel: 415-554-7038
 Fax: 415-554-4565
 Email: Michael.Tymoff@sfgov.org

TRANSBAY TEMPORARY TERMINAL, PHASE I, EFFECTIVE: AUGUST 7, 2010 - NOVEMBER 2010



ENTRANCE TO THE TEMPORARY TERMINAL

The main entrance during the first phase of operations is on Main Street. During Phase I, those who utilize the N/BA bus lines must enter from Howard Street to board. Riders who use Greyhound will have an entrance available on Folsom Street.

After the completion of the Temporary Terminal, additional entrances for passengers will be available on Howard and Beale streets.

FACILITY MANAGER
 Linc Facility Services
 Phone: 415 977.0531

SECURITY
 Phone: 415.977.0531
 Email: security@temporaryterminal.org
 Hours: Open 24 hours a day, 7 days a week

BUS STOP LOCATIONS

During Phase I, about half of AC Transit's bus lines along with Greyhound and WestCAT Lynx will be located inside the Temporary Terminal. The remaining AC Transit bus stops will be located outside on Main Street along the perimeter of the Temporary Terminal.

Golden Gate Transit, Muni and SamTrans bus bays will be located outside along the perimeter of the Temporary Terminal.

MAILING ADDRESSES

Greyhound: 200 Folsom St. San Francisco, CA 94105
 AC Transit: 250 Main St. San Francisco, CA 94105
 Security: 200 Main St. San Francisco, CA 94105

Vendors Wanted

for the Fun Friday Festival and
other monthly events brought to
you by TIHDI

Looking for: fresh farm products, preserved
foods, sunglasses, summer clothes and hats,
fashion items, etc

To Participate email Sherryl:
smorris@tihdi.org

Fun Friday Festival

Family and Community Orientated Event

Friday-August 13th

2 pm - 6 pm

1 Avenue of the Palm Parking Lot

Free Games and Prizes for Kids



TIHDI

Treasure Island Homeless Development Initiative

We're on the web!
www.TreasureIslandSF.org



TIHDI

Treasure Island Homeless Development Initiative

Concerned About Your Financial Future?

Visit The Business Assistance Center (BAC)

@ Ship Shape Building located at 850 Avenue I

Monday - Thursday

9 am - 5 pm

HOW TO SUBSCRIBE

Anyone can subscribe to this
FREE newsletter by sending your
request to:

Good_Neighbors@comcast.net

Please encourage your
housemates, neighbors, and
others interested in Treasure
Island to sign up.

Or, residents of the Villages, can
also send an email to:

Villages@JSCO.net

With the subject "Email Notices
Sign-up" and include your name,
address and contact info. Staff
will verify the information, then
send the latest community news.

- Free Credit Report & FICO Score
- Credit Counseling
- Second Chance Banking
- Financial Coaching
- Child Support Referral
- Bankruptcy Referral
- Individual Development Assistance Referral (IDA)
- Computer Classes
- Tax Preparation

Contact Sherryl Morris-ESSP Coordinator
smorris@tihdi.org, or 415-986-4810

POCKET BIKE ALERT



Every summer and winter, residents on Treasure Island are disrupted by the sounds, smells and hazards of children riding pocket bikes and gas powered scooters. Besides posing a risk to the youth that ride them, cars on the street and the peace of the neighborhoods, they are also illegal to ride anywhere on Treasure Island. Riders are subject to being fined and their bike being impounded.



Next Quarterly Meeting

Saturday, July 10
Shipshape
11 am-1 pm

Call (415) 520-6653

GRAFFITI REWARDS FUND

The Graffiti Rewards Fund offers \$250 reward for information leading to the arrest and conviction of graffiti vandals. The program is a collaboration between Public Works, the District Attorney's Office and the Police Department. If you see a graffiti act in progress, call 911. Never approach a graffiti vandal.

To participate in the Graffiti Rewards Fund Program, fill out the claim form found at: <http://sfdpw.org/index.aspx?page=344>
Please note, that you must be willing to cooperate with law enforcement officers.





Residential Advisory Notice

TREASURE ISLAND DEVELOPMENT AUTHORITY



Increase in visitors to Treasure Island is expected on Saturday October 9 and Sunday October 10 for on-Island public activities, including Saturday and Sunday's public viewing of Fleet Weekend air shows at the Great Lawn, and on Sunday's 2010 TI Wine Fest at the Pavilion by the Bay.

Expect increased vehicle traffic on and off the Island, on the Treasure Island Causeway and along Avenue of Palms. Local traffic is encouraged to use California Avenue to Avenues H/M/N to access Island businesses and the TI residential area.

If you have any questions, please contact Marianne Thompson at (415) 559-9026.

TREASURE ISLAND
DEVELOPMENT
AUTHORITY

Administration Building
One Avenue of the Palms
San Francisco, CA 94130

Phone: 415-274-0660
Fax: 415-274-0299
E-mail: TIDA@sfgov.org

If you wish to receive notices
and community information
electronically, please e-mail
Marianne.Thompson@sfgov.org.

Mirian Saez,
Director of Island
Operations



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U.S.

New York

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Markets

Tech

Personal Finance

Life & Culture

Opinion

Careers

Real Estate

Small Business



Essential Tools

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THE WALL STREET JOURNAL

WSJ.com

SAN FRANCISCO BAY AREA | AUGUST 19, 2010

Prized Murals Draw Renewed Interest

Public Institutions Compete to House World's Fair-Era Covarrubias Works

by THERESE POLETTI



Fine Arts Museums of San Francisco

"The Fauna and Flora of the Pacific," one of a series of murals painted for the 1939-1940 world's fair held on Treasure Island by Mexican artist Miguel Covarrubias.

Mexican artist and illustrator Miguel Covarrubias painted six colorful maps depicting Pacific Rim life for the 1939-1940 World's Fair on Treasure Island. Now the rarely seen murals are the subject of behind-the-scenes jockeying by several San Francisco institutions.

The San Francisco Arts Commission, the City College of San Francisco and the Treasure Island Development Authority all want to

permanently house some or all five Covarrubias murals; one was lost or stolen years ago.

The Arts Commission says it wants at least two of the murals for the \$1.8 billion Transbay Transit Center, a planned regional hub that isn't slated for completion until 2017.

City College wants the murals for a new, \$75 million multi-purpose building on its Ocean Avenue campus, where they would complement its Diego Rivera mural in a nearby building and other art at the college created for the world's fair.

The Treasure Island Development Authority has a proposal for a museum of Treasure Island's history where the

murals could reside. "It's very possible [the murals] could fit in right here," says Mirian Saez, director of island operations.



Horace Bristol/Time & Life Pictures/Getty Images

The artist in a photo from around 1939.

missing. In the late 1950s, the murals returned to San Francisco and were displayed at the Ferry Building, before being removed in 2001 during building renovations.

Philip Hudner, an attorney with San Francisco firm Botto Law Group LLP, was captivated by the murals at the fair when he was 8 years old. In recent years, he has staged an effort to rescue them from storage. "They were in danger of falling apart," he says. He obtained a \$200,000 grant from the Field Fund, a foundation established by philanthropists Charles D. and Frances K. Field, of which Mr. Hudner is president.

San Francisco Fights Graffiti With Murals

3:29

The city of San Francisco's StreetSmartS program commissions local artists to paint murals in graffiti-prone areas. In the Mission District neighborhood, buildings, and alleys serve as impromptu galleries for public art. WSJ's Nick Burns reports.



More

Upcoming Exhibit in San Jose city

the Transbay Joint Powers Authority, which will operate the terminal, says she believed there was no extra space.

A competing effort by City College has two big supporters. Ellen Magnin Newman, owner of a marketing strategies firm, says the murals should be seen as a collection. "It's one of the few public spaces in San Francisco that has room to house them all at one time," says Ms. Newman, who is helping the college on a pro bono basis. She says she plans to make a personal pitch to Mayor Gavin Newsom. The mayor's office didn't respond to a request for comment.

While neither the Arts Commission nor City College has made a formal bid to obtain the murals, both institutions have had internal discussions about them, officials say.

The five murals, appraised in 2005 at \$1.5 million each, currently belong to the Treasure Island Development Authority, which will likely decide their fate. For now, there isn't a suitable venue on the island to exhibit the works, some of which stretch 24 feet across. As a result, they are typically crated up in storage in Oakland.

Mr. Covarrubias, who died in 1957, was a well-known artist and anthropologist during the 1930s and 1940s. His caricatures were featured in *Vanity Fair*, the *New Yorker* and in many books. The colorful pictorial maps he created for the world's fair, one of a number of artworks commissioned from prominent artists for the event, reflect his research into indigenous cultures.

"These murals...embody a common ground for people to view one another," says Alida Bray, president of History San Jose, which is organizing a coming exhibit of the Covarrubias murals. "He had such a unique perspective on things."

When the fair ended in 1940, the murals were sent to New York City's American Museum of Natural History. At some point, one mural went

In 2005, the murals were sent to Mexico, where they were restored by local conservators, and then exhibited on tour. "In Mexico, Covarrubias is a well-known name," Mr. Hudner says. "He's forgotten here, but well remembered there."

Luis Cancel, director of cultural affairs for the Arts Commission, says the murals would fit in well at the planned transit center on Treasure Island, where works by other prominent artists will be on display. "They would be highly visible in a place that is going to have a tremendous amount of traffic," Mr. Cancel says. A spokeswoman for

Another advocate is Adriana Williams, author of a 1994 biography on Mr. Covarrubias. Ms. Williams says City College is well-regarded for its stewardship of a 74-foot long fresco by Mr. Rivera, commonly referred to as "Pan American Unity."

For now, three Covarrubias murals will be featured starting next month at the exhibition in San Jose. Another is temporarily on display at the De Young Museum. The fifth mural will be sent to the National Building Museum in Washington, D.C., for an exhibit on 1930s world's fairs.

Once the San Jose show ends next February, the murals will be sent back to their crates.

Hopefully not for long, says Treasure Island's Ms. Saez. "There will be a lot of discussions and a lot of opinions on where they should be exhibited," she says. "We are just happy that they are being seen."

Write to Therese Poletti at tpoletti@marketwatch.com

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Opinion

UNDER THE DOME *City Hall Politics*[\[Print\]](#) [\[Email\]](#)[Share](#)

Parking plans on Treasure Island in crosshairs

By: [John Upton](#)

08/12/10 1:18 PM PDT

The brakes were tapped slightly on efforts to redevelop Treasure Island and officials asked city planners to consider reducing the number of planned parking spaces.

Commissions overseeing the Planning Department and Treasure Island Development Authority held a joint hearing Thursday to discuss a draft environmental impact report for the [redevelopment project](#).

Environmental issues of concern expressed by commissioners and others included impacts on wildlife, including birds, the high density of the 8,500-home project and transportation matters.

One parking space is planned for each home under the development plans.

Planning Commissioner Christina Olague asked Planning Department staff to analyze an alternative development plan with less parking, such as one parking spot for every two homes, before publishing the final report.

Planning Commission Chairman Ron Miguel agreed to requests from the public and other commissioners to extend the public comment period by slightly more than two weeks.

The public can now provide comments on the [report until Sept. 10](#), according to Miguel.

The project is touted as a model of sustainability and construction of a [solar farm](#) is being considered.

More from John Upton

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Treasure Island handover deal signed

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Treasure Island, a former U.S. Navy base, was signed, sealed and delivered to San Francisco on Tuesday.

Well, almost.

The official transfer of the man-made island in the middle of San Francisco Bay from the Navy to the city will have to wait until environmental reviews are completed. Final project approvals and the actual transfer are expected this spring.

But after negotiations that spanned three presidencies, Speaker Nancy Pelosi, Mayor Gavin Newsom and Navy Secretary Ray Mabus signed an innovative transfer agreement on Tuesday that includes payments to the Navy that could top \$105 million, funded by private companies and revenue from developing the island into a model 21st century neighborhood.

Mabus called the deal a template for future base handovers.

"The transfer of Treasure Island is a win for San Francisco, it is a win for the state of California, a win for the United States Navy and a win for the American taxpayers," Mabus said.

After disagreement since 1993 over the worth of the 400-acre island built on seismically unsound fill, the deal calls for payments along a sliding scale based on development profit.

"For 17 years the Navy and city have not been able to agree on the actual contract for the transfer of the property," said Jack Sylvan, the point man on the project for the mayor's office. "Now we have fully negotiated that agreement."

The deal calls for the city to pay the Navy a guaranteed \$55 million over 10 years. An additional \$50 million payment would be activated if the private investors in the project get an 18 percent return.

If the project reaches a 22.5 percent profit margin, the Navy would get 35 percent of the net cash flow. The remaining 65 percent would be split between the city and the private development team, a partnership of Wilson Meany Sullivan; Lennar Urban; and Kenwood Investments, a firm formed by lobbyist and Democratic Party fundraiser Darius Anderson.

Although the city would be legally obligated to make the transfer payments to the Navy, the money will come from the developers and revenue the project generates, officials said.

The development plan calls for a veritable ecotopia with about 8,000 homes, a 60-story skyscraper, three hotels and 300 acres of open space. A new ferry terminal and shuttle buses would connect the community with the city. The neighborhood would tap wind, solar and perhaps tidal power.

If successful, it will turn a man-made extension of Yerba Buena island built in the 1930s to host the Golden Gate International Exposition into what Newsom called "arguably the most environmentally friendly in-fill development in American history."

The plan includes measures to make the island seismically safe and guard against projected sea-level rise. The mayor hopes to see construction start by this time next year.

So what could go wrong?

"If there was an earthquake tomorrow and half the island was underwater," Sylvan joked, "then we'd have to figure something out."

Posted By: John Coté (Email) | August 17 2010 at 06:04 PM

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Welcome to the blog from the reporters and editors who tirelessly cover the issues of San Francisco.
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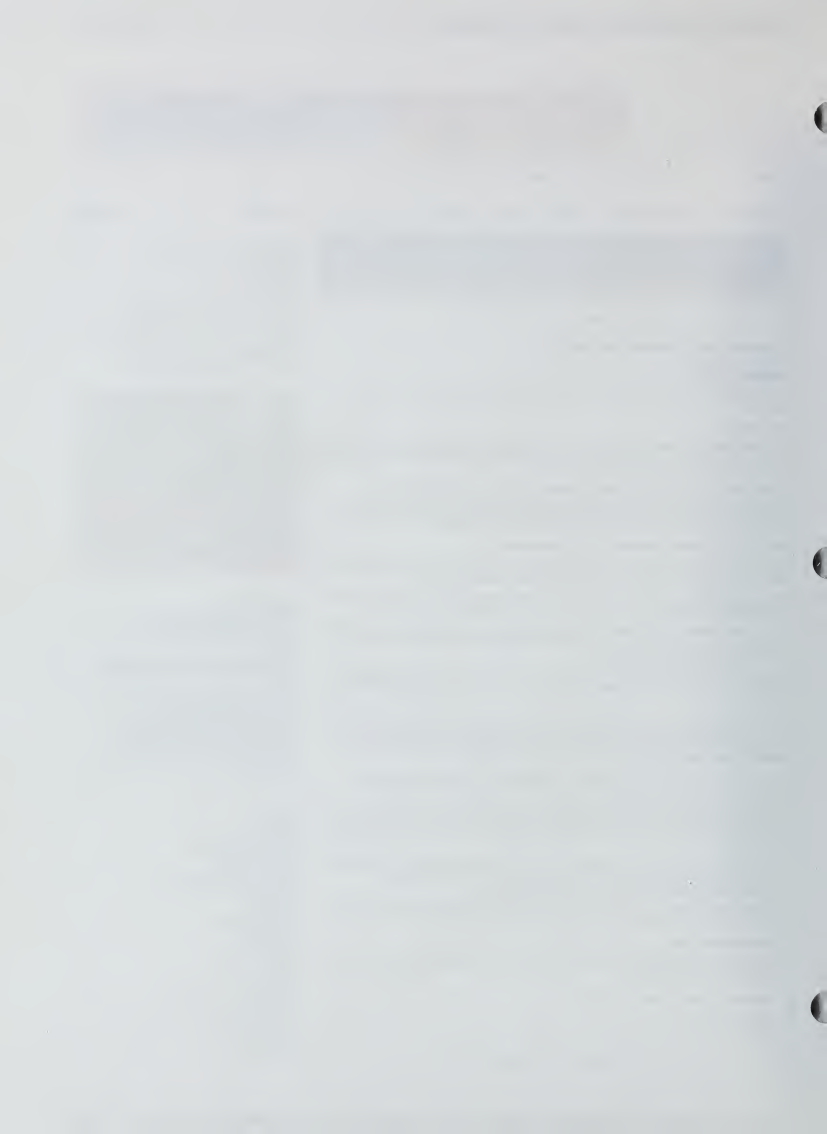
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Official behind shipyard, TI redevelopment leaving City Hall

By: [Erin Sherbert](#)
Examiner Staff Writer
August 19, 2010

The key city official behind the redevelopment of the shuttered Hunter's Point shipyard and Treasure Island is leaving The City for private-sector work.

Michael Cohen, 45, told Mayor Gavin Newsom on Wednesday of his departure, a day after dignitaries signed off on a major deal to transfer Treasure Island from the U.S. Navy to San Francisco.

Cohen, who is the director of Economic Development for the Mayor's Office, said he isn't quite sure what he plans to do next, though he will stay engaged with land use — one of his passions. He will leave at the end of September.

Cohen worked under former Mayor Willie Brown before joining Newsom's team, where he took the lead on major redevelopment projects in The City, including the Hunters Point Shipyard and the Transbay Terminal.

"I have no intention of working with big companies that I have negotiated with over the years," Cohen said.

esherbert@sfoxaminer.com



Michael Cohen, the key city official behind the redevelopment of the shuttered Hunter's Point shipyard and Treasure Island, is leaving The City for private-sector work. (Examiner file photo)

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San Francisco's next treasure for Northern California

It was a heady time for Northern California.

War clouds were on the horizon in Europe and the economic suffering of The Great Depression still lingered.

Even so, 1939 and 1940 was a time of pride and anticipation of better days ahead for Northern California. San Francisco was playing host to the World's Fair. The venue for the Golden Gate International Exposition was created from fill dredged from the bay that was named after Robert Louis Stevenson's most famous novel.

Treasure Island was a beacon of hope.

Now some 70 years after the exhibition ended, Treasure Island is again posed to ignite the collective imagination of Northern Californians.

It is there at roughly the mid-point of the Bay Bridge that many experts thought was impossible to build back in 1936 that the most dynamic and unique neighborhood on the West Coast may one day rise.

The U.S. Navy and San Francisco signed a deal this week that ultimately will transfer the island to The City for \$115 million. Treasure Island, by the way, is actually a small extension of Yerba Buena Island.

Private developers – working in concert with the city – want to build 8,000 homes, a 60-story skyscraper and three hotels while preserving 300 acres of open space.

It will be the ultimate non-California neighborhood in that the car not only wouldn't be king but would virtually be non-existent. Shuttle buses and a new ferry terminal would connect the island to the rest of San Francisco. Anything else would be next to impossible given the short merges and the existing congestion on the Bay Bridge.

The project may snare energy from the wind, sun and possibly the tides.

The undertaking isn't without challenges. The landfill island will need to be made safe from earthquakes plus have protection against any future rises in the sea level.

But those challenges aren't any less daunting than what the proponents of the Bay

Bridge faced.

The eight-mile bridge had issues of accessibility to bedrock, high wind issues, varying soils and water depths, turbulent waters, and a locale that was near two major quake faults.

It also was the direct result of a federal loan program created by President Herbert Hoover – and continued and expanded by President Franklin Roosevelt – in an attempt to break the grips of the Great Depression on the American economy.

The Reconstruction Finance Corporation used a then massive \$2 billion in federal funds to back numerous state and local infrastructure projects as well as private sector ventures ranging from helping stabilize farm mortgages to assisting banks and railroads. The RFC bought the construction bonds that would be repaid with bridge tolls. Critics said it would be a big financial lemon. But like almost all RFC loans, it was repaid in full.

Now during a deep economic downturn that pales in comparison to the hardships of The Great Depression, San Francisco is getting ready to undertake another ambitious project. It is the latest in a series of urban renewals including the China Basin where the Giants baseball stadium is located along with biotech research campuses to the former Hunters Point Navy yard north of candlestick that is inching closer to development.

San Francisco – whether you love or loathe the politics – has been Northern California's signature urban center since the day the first 49er set foot on its soil.

The City has turned conventional wisdom upside down on how an America city should be built just as its nemesis in the Southland – Los Angeles – did but in sprawl fashion.

Treasure Island has the potential to once again transform San Francisco in a way that it invigorates Northern Californians.

But instead of a world's fair what will rise from Treasure Island is proof positive that California's best days lay ahead.

Anything is possible in the land of soaring redwoods, rugged pristine coastlands, fertile valleys, and majestic "young" mountain ranges.

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Treasuring the island's lone chapel

August 26, 2010 | By John Wildermuth, Rachel Gordon, Will Kane

The city's big plans for a new and improved Treasure Island community don't call for any religious structures when the 8,000 homes and various hotels, businesses and entertainment centers are built on the old Navy base, but some local residents are looking to hold on to the one church they have.

The Treasure Island chapel, a fixture on the island since 1943, is slated to disappear under the proposed redevelopment plan, and that's just wrong as far as Mark Connors, president of the Good Neighbors of Treasure Island and Yerba Buena Island, is concerned.

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"I was married there, and a lot of people out here were married there," he said. "I'd like to see the building maintained as a historic site."

The nondenominational chapel served decades of Navy families and is still used. But when the Navy prepared to turn the island over to the city, it didn't even include the chapel on the list of potentially historic buildings.

The chapel is located smack in the middle of the island's planned new development.

The chapel "probably would have to be moved, but I don't think that would bother anyone, as long as it stayed on the island," he said.

Connor's group began an online petition to preserve the chapel. He hopes to collect 500 or more signatures by Sept. 10, the last day for public comment on the draft environmental impact report for the project.

- John Wildermuth

Slashed: Could the botany butcher have struck again? This week, a Golden Gate Park gardener found three 7-year-old coastal redwoods slashed at the base at Doughboy Meadow. Nine new bushes also were slashed at the park earlier this week, not to mention the 32 hybrid tea rose bushes that were hacked last week and the four dozen trees chopped at Golden Gate and Lincoln parks since May.

Park officials are still trying to figure out when the latest assault occurred and if it's the work of the serial slayer.

- Rachel Gordon

Marketing war: Los Angeles-based Davis Elen Advertising has taken responsibility for last week's advertising stunt for the Las Vegas version of the Mafia Wars online game.

The advertising company glued dozens of fake \$25,000 bills to city sidewalks to build "buzz" for the popular game, produced by Zynga Game Network. Each bill had a link to mafia.wars.lv.com.

But neither City Attorney Dennis Herrera nor the city's Department of Public Works was amused.

Herrera threatened to sue Zynga before Davis Elen came forward. Now it may face a lawsuit.

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The Department of Public Works had to bring in a steam cleaner and spend 45 minutes at each of the five locations, said **Christine Falvey**, spokeswoman for the department. Total costs of the cleanup are still being tabulated.

The company will have to pay for the cleanup and probably a fine, said **Matt Dorsey**, spokesman for Herrera's office.

Representatives from Davis Elen Advertising did not return calls seeking comment.

The irony? The ploy has earned the game and marketing campaign tons of free press.

"It gnaws on me knowing that some marketing guy is laughing, knowing that I am writing press on this," Dorsey said.

- *Will Kane*

Closing: New Leaf, a community-based organization that provides mental health, substance abuse and HIV/AIDS services, will close Oct. 15.

In recent years, the center, which catered predominantly to lesbian, gay, bisexual and transgender residents for 35 years, faced increases in rent and health care costs that eventually made the program impossible to operate, said **Eileen Shields**, spokeswoman for the city's Department of Public Health.

"The impending closure of New Leaf is a great loss to the LGBTQ community," **Barbara Garcia**, deputy director of health for the city, said in a statement.

New Leaf clients will be served by Lyon-Martin Health Center, the AIDS Health Project and the San Francisco AIDS Foundation.

- *Will Kane*

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Derelict vessels draining coffers

By: [Katie Worth](#)
Examiner Staff Writer
August 29, 2010

Blanketed by the night, a boat skulks up to a pier along The City's waterfront. Its operators throw a rope around one of the metal ties on the pier. Then they walk away, and don't come back.

And as simple as that, another boat has been abandoned, and another costly problem has been hoisted onto one of the marinas, harbors and piers that dot the coastline that edges The City and the Peninsula.

Several dozen boats are abandoned in the Bay each year, many grounded or scuttled in the channels of the Sacramento River Delta and the shallow inlets of the South Bay. Others are tied up to a pier, anchored off shore, or simply sink in their slips.

All boats have vessel IDs and individual names, but frequently their owners scratch those off in hopes of escaping the \$200-to-\$400-per-foot cost to dispose of the boats themselves, explained Chris Lauritzen, boardmember of the state's Abandoned Vessel Advisory Committee.

The result is an expensive and time-consuming problem for harbor masters and law enforcement agencies throughout the Bay Area. San Mateo and San Francisco waterfront officials say the problem has proved persistent and costly.

San Francisco Port Wharfinger Hedley Prince says The City's Port finds about 10 recreational or commercial boats abandoned on its property each year.

"We have 7.5 miles of waterfront, so they can tie the boat to one of our piers and go away without anyone seeing them," he said. "Sometimes the boats sink, and [the owners] don't have the money to get them raised up and fixed, so they walk away and we get left holding the bag."

San Mateo County Harbor Master Robert Johnson, who oversees the Pillar Point Harbor in Half Moon



Park and run: Pillar Point Deputy Harbor Master Jacob Walding stands on the deck of the now-abandoned Serenade II. Harbor masters and law enforcement agencies throughout the Bay Area are dealing with the persistent and costly problem of vessels abandoned on piers. (Mike Koozmin/Special to The Examiner)

Bay and the Oyster Point Marina in South San Francisco, said they currently have seven abandoned boats at each facility. He said he's worried the problem will get worse as the recession drags on.

Grants from the California Department of Boating and Waterways help pay for some of the removal, but California only has \$500,000 to hand out for boat disposal across the state, so much of the cost for disposal has to come out of Johnson's operating budget. And that has repercussions.

"Through attrition we've had to downsize staff," he said.

The San Francisco Marina has seen an uptick in people behind in rent, but so far the delinquencies have only resulted in a handful of abandonments, said Harbormaster Larry White.

For South Beach Harbor, it's been a "constant problem," and currently they have two abandoned boats they're trying to get rid of, said Harbormaster James Walter.

The problem was critical at Clipper Cove, the waterway between Treasure and Yerba Buena islands, until new legislation allowed the Treasure Island Authority to begin tagging and removing boats. They removed about seven sunken boats in the channel, said authority Executive Director Mirian Saez.

"I think a lot of people couldn't afford it anymore so they just anchored their boat out there and it would get loose and sink, and we'd have to spend a good amount of money disposing of them," she said.

Johnson said he's worried the expensive problem will get worse before it gets better.

"At Oyster Point I put 30 vessels in dumpsters in the last five to seven years," said Johnson. "I'd say there's potential for a lot more to be abandoned with the economy."

Program may curb scuttling

A statewide pilot program that would allow boat owners to turn over their vessels without penalty may help reduce the cost of the problem for waterfront agencies, said California Department of Boating and Waterways spokeswoman Gloria Sandoval.

As it stands, boat owners are responsible for paying to dispose of their own boats, once the vessels are at the end of their lives.

So when a boat owner doesn't have the \$200 to \$400 per vessel-foot needed for disposal, they often sink or ground the boat — creating far more costs for waterfront agencies, who must then pay to lift the boat out of the water, on top of the costs for demolition and removal.

The pilot program would solve this problem by allowing the boat owner to turn over his boat for disposal to a law enforcement agency or a harbormaster, saving time and cost, said Chris Lauritzen, boardmember of the state's Abandoned Vessel Advisory Committee.

"That's where we need to be because it just costs too much money to take care of that boat when it's sunk," Lauritzen said. "We want it when it's still floating."

The new program is expected to be funded in the 2010-2011 state budget, and will launch once that budget passes.

Pier pileup

\$200-\$400: The cost, per vessel foot, of disposing of a boat

\$500,000: Total amount of money in the California Department of Boating and Waterways boat disposal fund

\$150,000: Money for pilot program that will allow boat owners to turn their vessels over rather than abandon them

3,838: Registered vessels in San Francisco County, 2009

1,975: Expired vessel registrations in San Francisco County

906,998: Registered vessels in California, 2009

Source: California Department of Boating and Waterways

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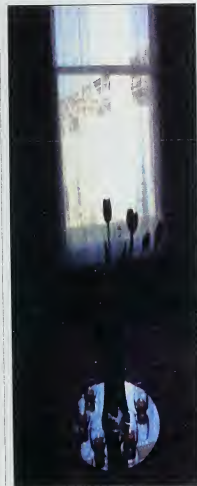

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Party by the Bay Bridge

0 News 6 Photos

All that construction out on Yerba Buena Island and the bay has produced more than just the underpinnings of the new Bay Bridge east span. It's also produced the rehabilitation and rebirth of the Nimitz Mansion on Yerba Buena Island as an event venue.

Monica Hobbs, a caterer from Sunol, is now operating the 1899 mansion, which earned its name as the final home of Admiral Chester Nimitz, from 1963 to 1966. Hobbs, who held an event at the mansion Thursday to show it off to event planners, hopes to host weddings, parties and dinners. She said she has signed an open-ended lease on the building with the Treasure Island Development Authority.



Michael Cabanatuan/The Chronicle

Your next party could be at the Nimitz Mansion.

Hobbs discovered the mansion in 2007 when her company was hired by contractor CC Myers to feed hundreds of workers over the Labor Day weekend when it demolished part of the old bridge and rolled in a new section on rails. She needed a place to feed the crews, and the stately white mansion was sitting there right by the bridge, vacant.

She booked the building, which hadn't been used since the early 1990s for the long weekend, and fell in love with it. "The first time I walked in here, it felt like it was home," she said. "I couldn't believe it was empty."

In 2009, Hobbs returned to feed the crews on the roll-in and roll-out project over Labor Day, and ended up staying for six days to provide meals for workers on the emergency eyebar repairs. Supplies had to be brought in by boat.

Hobbs decided to stay a little longer. She signed a lease with the authority, and she and her husband Dan, a superintendent for Myers on the bridge project, set to work patching up and prettifying up the place. Most of the work was cosmetic, Hobbs said, but they also improved the kitchen.

"We've been doing a lot of rehabilitation," said Dan Hobbs. "The interior was kind of drab and dirty."

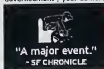
Despite the location down a curvy road and right next to the construction site, Hobbs said the bridge project is more of an attraction than a hassle. At some events that have been held at the mansion, crowds often form on the front porch to view the work.

"People seem to enjoy seeing what they've read about in the papers," she said. "They're fascinated by it."

Posted By: Michael Cabanatuan (Email) | September 18 2010 at 09:00 AM

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San Francisco: A weekend of dragon-boat racing

Posted by: Justine Sharrock, Monday, Sep 20, 2010, 12:44 PM



(Courtesy sfdragonboat.com)

Head out to Treasure Island for a prime vantage point as 80 teams of paddlers—each moving to the beat of the boat's drummer—face off at San Francisco's International Dragon Boat Festival, September 25-26.

The free festival also includes aiko drumming, lion dancing, acrobatic martial arts, and dance performances. International food stands will keep crowds sated with a choice of Thai, Vietnamese, Hawaiian, barbecue, and seafood options.

Sunday is family day, with magicians, dragon puppeteers, and Chinese stilt walkers roaming throughout the area. The kids' Dragon Land area will host arts and crafts activities like creating dancing dragons out of chopsticks, bracelet making, and face painting. Snoopy and Nickelodeon's Kai-lan costumed character from TV show *Ni Hao, Kai-lan* will both be on hand for photo ops.

Treasure Island, California Ave. and Ave. D., free parking. Free shuttle buses leave from Chinatown (Kearny and Jackson Sts.) and downtown (San Francisco Marriott, 55 4th St., at Mission St.) every 15 to 20 minutes between 9:30 a.m. and 4:30 p.m.

Filed Under: california, cultural travel, festivals, san francisco

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Bloomberg

Oracle Show's Attendance Boosted by Travel Rebound

By Ryan Flinn - Sep 21, 2010

[Oracle Corp.](#)'s OpenWorld, the biggest convention in San Francisco, drew 11 percent more attendees this year, bolstered by the addition of the JavaOne conference and a recovery in corporate travel.

About 41,000 people will attend this year's expo, up from 37,000 in 2009, said Tania Weidick, vice president of event marketing for Redwood City, California-based [Oracle](#). Those guests will spend more than \$100 million on hotel rooms, restaurants and shopping, the company said.

[OpenWorld](#) and other technology conferences are working to keep their events relevant amid a sluggish economic recovery and the rise of videoconferencing. To lure visitors, Oracle relies on the promise of hobnobbing opportunities, industry parties, laser shows and a chance to see executives like [Larry Ellison](#) speak live. A loosening of travel budgets helped make it an easier sell than last year, Weidick said.

"There was a lot of nervousness," she said. "Last year, we did see less of the companies bringing a huge group to the conference, and are seeing more of that this year."

The convention, under way this week at the Moscone Center, includes JavaOne for the first time. That show focuses on technology from Sun Microsystems Inc., which Oracle [acquired](#) this year. Combined, the two conferences [drew](#) about 52,000 last year, though there may have been overlap between attendees.

'Pent-Up Demand'

Other technology conferences are growing this year, even if some remain below pre-recession levels. [VMworld](#), an expo held in San Francisco three weeks ago, drew more than 17,000 people, up 36 percent from last year. In March, Germany's five-day Cebit computer fair, the world's biggest technology show, reported a 3.7 percent rise in visitors to 334,000. That's down from about 480,000 in 2007.

New conferences also are cropping up. [Appnation](#), a two-day show devoted to mobile applications, debuted earlier this month at Moscone. The expo drew 1,250, beating its organizers' goal of 750, said Andrew Ianni, president and event chairman for Appnation.

"There is a pent-up demand to get out of the office after severe budget constraints over the last couple years," he said.

OpenWorld attendees packed the conference hall on Sept. 19 to hear the opening keynote from Ellison, [Oracle's](#) chief executive officer. Before the speech, he showed a video of his America's Cup sailing team.

Hurd's Return

Another draw: [Mark Hurd, Hewlett-Packard Co.](#)'s former CEO, who made his first public appearance since becoming an Oracle employee. Hurd was asked to resign from HP last month after an investigation found that he tried to conceal a relationship with a woman who ran events for the company. [Oracle](#) hired him as its president earlier this month, drawing a lawsuit from HP that was resolved yesterday.

Oracle fell 42 cents to \$27.07 at 10:22 a.m. New York time in Nasdaq Stock Market [trading](#). The shares had climbed 12 percent this year before today.

The show gives a boost to tourism, San Francisco's biggest industry. Every downtown hotel room in the city is booked, according to the [Convention and Visitors Bureau](#). Oracle shut down streets for the event and will host a concert on Treasure Island featuring the Black Eyed Peas and [Don Henley](#). The economic impact would represent about 1 percent of the city's total tourism revenue, based on last year's total.

"We're very proud they keep coming back," San Francisco Mayor [Gavin Newsom](#) said in an e-mail.

More Flyers

Almost a quarter of OpenWorld attendees traveled from overseas, compared with 15 percent last year, Weidick said. The growth is part of a broader rebound in international travel.

Passengers traveling internationally in first and business class rose 13.8 percent in July from a year earlier, according to the [International Air Travel Association](#), a Geneva-based trade group. That outpaced the 8.8 percent gain in coach. Premium traffic had fallen each month from July 2008 through November 2009 as businesses crimped travel budgets.

The recession lasted from December 2007 until June 2009, making it the longest slump since the Great Depression, the National Bureau of Economic Research said yesterday.

Blockbuster events are still less common than the city would like. San Francisco's conference

schedule may not be fully booked again until 2013, said Joe D'Alessandro, head of the [Convention and Visitors Bureau](#).

Both the number of San Francisco visitors and the amount they spent decreased last year. The city hosted 15.4 million out-of-towners, a 5.8 percent drop from 2008. Those travelers spent \$7.8 billion, a 7.8 percent decline, according to the visitors bureau.

Oracle [acquired](#) Sun for \$7.3 billion in January, gaining the Java programming language. The company declined to say how much JavaOne would have drawn separately.

All told, OpenWorld will include 8,824 events, such as leadership seminars. Some are fully booked, and attendees had to be turned away, Weidick said.

"We can't accept any more due to capacity limitations," she said.

To contact the reporter on this story: [Ryan Flinn](#) in San Francisco at rflinn@bloomberg.net

To contact the editor responsible for this story: Tom Giles at tgiles5@bloomberg.net

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The Mercury News

MercuryNews.com

Your guide to the San Jose Mariachi Festival

By Charlie McCollum
cmccollum@mercurynews.com

Posted: 09/16/2010 12:00:00 AM PDT

Here's a quick rundown of what's happening at the 2010 San Jose Mariachi & Mexican Heritage Festival:

Today through Feb. 28

"The Lost Murals of Miguel Covarrubias" is a major exhibit of the murals created by the Mexican painter Miguel Covarrubias for the 1939 Golden Gate International Exposition on San Francisco's Treasure Island. In addition, there will be a showing of rare examples of Covarrubias' artwork.

San Jose City Hall, free during normal business hours.

Tonight

Performance artist – and creative director of this year's festival – Dan Guerrero will perform his one-man show, "¡Gaytino!" at the Mexican Heritage Plaza. The show travels through decades of Chicano history (and the gay experience), with particular emphasis on the perspective of Guerrero's father, musician Lalo Guerrero.

7:30 p.m., Mexican Heritage Plaza, 1700 Alum Rock Ave., San Jose. \$35, WWW.teatrovision.org.

Sunday

It's the annual Mariachi Day at Children's Discovery Museum with music and dance performances, workshops, arts and crafts and special peewee mariachi classes.

noon to 5 p.m., Children's Discovery Museum, 180 Woz Way, San Jose. Free.

Monday

- "La Misma Luna" ("The Same Moon") is a film about love and family. A question-and-answer session with director Patricia Riggen, writer Ligiah Villalobos and the cast follows. 7 p.m., IMAX THEATER at the Tech Museum, 201 S. Market St. \$5, www.thetech.org.
- In what has become a popular annual event, Gil Sperry, author of "Mariachi for Gringos," presents "Mariachi 101" – an interactive presentation that turns novices into aficionados. 7 p.m. Dr. Martin Luther King Jr. Library, 150 E. San Fernando St. Free. Tuesday An evening of documentary films on Cruz Reynoso (the first Latino to sit on the California Supreme Court, and Lalo Guerrero, often referred to as the "Father of Chicano Music." 7 p.m., IMAX theater at the Tech Museum. \$5, www.thetech.org. Wednesday An American premiere of "Cartas a Elena," a new film from Mexico. Against the backdrop of the beautiful Chihuahua region of Mexico, the film tells the story of a young boy who delivers the mail in a small Mexican town. 7 p.m. IMAX THEATER at the Tech Museum. \$5, www.thetech.org. Next Thursday
- "By the Time We Got To Phoenix: SB 1070 and the New Chicano Civil Rights Movement" is a conversation with civil rights activist Dolores Huerta, Mexican American Legal Defense & Educational Fund President Thomas A. Saenz

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BIG Team Regatta Corporate Sailing Challenge to Raise Money for Youth and Adaptive Sailing

Annual Charity Event on San Francisco Bay Draws Local Businesses to Race Performance Sailboats in Unique Corporate Giving Opportunity

FOR IMMEDIATE RELEASE

PRLog (Press Release) - Sep 27, 2010 - Treasure Island, CA - Mechanics Bank, PG&E, Hanson Bridgett, Almar Marinas, and ACCO Engineered Systems, Inc., are among this year's sponsors of the BIG Team Regatta San Francisco, a corporate sailing challenge to be held on Friday, October 1 on San Francisco Bay. The annual charity event draws local business executives from across the Bay Area to race performance sailboats, pitting against each other's teams in the pursuit of glory, bragging rights, and opportunity to raise money for youth and adaptive sailing programs of the Treasure Island Sailing Center (TISC).



BIG Team Regatta San Francisco

David Ziegler, long-time sailor and reigning team captain for Mechanics Bank, remembers how formative it was to sail as a youth, learning his skills with the mentorship of his older sibling. "At the time, it was just fun for us kids to get out on the water, but it has had a profound impact on my life, both personally and professionally," said Ziegler, vice president of Mechanics Bank. "It's the perfect hands-on learning environment, with a bit of nautical science, teamwork, learning to communicate, decision-making, all very important life skills. It's the same opportunity TISC is providing kids from all socioeconomic backgrounds; to take the 'helm' of their lives on the water for a week during the summer, and is something that needs our support."

What begins as a morning training session on the cove at OCSC SAILING in Berkeley, quickly becomes a race of sailboats crewed by enthusiastic and ambitious sailors, many of whom have never sailed before. It starts with introduction and instruction with experienced coaches from Organizing Sponsor OCSC and Group Experiential Learning (GEL) - including morning coffee and sailor-worthy grub - then its team assignments, gear fitting, and group cheer as teams set off on their San Francisco Bay voyage to support a good cause.

"This fundraising event is all about giving youth opportunity, and with the participation of local businesses, helps raise awareness of our efforts to the broader community, and making it possible for us to sustain our scholarship funding for the youth who need the financial support," said Carisa Harris-Adamson, TISC president. "As such, the BIG Team Regatta is a very important part of our growth as a non-profit organization serving our community and families."

The BIG Team Regatta San Francisco is collaboration between OCSC Sailing School and Group Experiential Sailing - two Bay Area businesses whose founders are committed to supporting youth and adaptive sailing. Jay Palao, president of GEL and creator of the BIG Team Regatta, has helped support non-profit youth programs in San Francisco, Chicago, Washington, D.C. and New York. This year's San Francisco Regatta will mark the 6th annual event for Treasure Island Sailing Center.

"The BIG Team Regatta is an opportunity for businesses to empower and enhance the lives of Bay Area children," said Palao. "Sailing is a unique activity which develops leadership, teamwork and communication skills, while at the same time providing young and old with serious fun. Companies field teams of primarily non-sailors who get to work together to get their boat around a race course for bragging rights and the good feelings which come from supporting a great cause."

An awards ceremony will take place following the race to recognize the winning team, to honor volunteers, and to present a check to the students of Treasure Island Sailing Center.

Businesses can still enter a team in the BIG Team Regatta San Francisco. Contact Jay Palao, jpalao@gelcorp.com or 415-601-1325. At last year's regatta, Northrop Grumman, PG&E, Mechanics

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Established in 1999 as a non-profit 501(c) (3), TISC provides sailing instruction, summer activities, and after-school programs for underprivileged and disabled youth. The funds raised from the BIG Team Regatta go toward scholarships to help youth in need, including many at-risk youth from organizations such as the Boys & Girls Club, Glide Foundation, and others, that participate in TISC youth programs. Approximately 75 percent of the students who attend come on scholarship. TISC provides unlimited scholarships to those in need.

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Bank, Hanson Bridgett, Treasure Island Enterprises/Almar Marinas, and others, took part in this corporate team-building event.

To learn more about Treasure Island Sailing Center and volunteer opportunities, contact Operations Manager Lacey Todd at lacey.todd@tisailing.org or 415-421-2225. You can also follow TISC on Twitter at [@Tisailingcenter](#) and become a fan on Facebook!

For updates and news from BIG Team Regatta San Francisco 2010, visit the official website here: <http://www.gelcorp.com/client/bigteamregatta2010.html>.

About Treasure Island Sailing Center

The Treasure Island Sailing Center (TISC) is a non-profit organization whose purpose is to improve the Bay Area community and the sport of sailing by providing access, facilities, and sailing instruction to people of all socioeconomic backgrounds, skill levels, and physical abilities. To learn more about our youth, adult, and adaptive sailing programs, call (415) 421-2225 or visit <http://www.tisailing.org>.

About Group Experiential Learning

Group Experiential Learning (GEL) helps businesses forge high performance teams and enhance working relationships with clients and key partners through active, outdoor experiential programs. GEL is based in San Francisco, California, and delivers consulting services and its industry leading BoatWorks program across the U.S. and in select international locations. GEL's founder and president is Jay Palace, a former technology executive who has combined his passion for sailing with his practical experience leading sales and marketing organizations to create GEL's unique on-the-water experiences. Via these programs that mirror the challenges faced by today's corporate leaders and knowledge workers, GEL has enabled teams to break down silos, communicate more effectively, make better decisions, and increase overall team performance. <http://www.gelcorp.com>.

About OCSC SAILING

OCSC SAILING is the premier sailing club in North America. For over 30 years, we have taught sailing on the San Francisco Bay. Because of our years of experience in sail training and corporate entertainment GEL has chosen OCSC SAILING as its San Francisco Bay partner. Together GEL and OCSC Sailing are able to provide your company with the exact sailing event desired. From simple sails for client entertainment and socializing to large celebrations and structured training in leadership and teambuilding, including landmark events in the Caribbean and Europe, GEL and OCSC SAILING can do it all. Contact OCSC SAILING at 1 800 223 2984 or visit <http://www.ocsc.com>.

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Golden Gate Expo mural flying high

By: [Kamala Kelkar](#)
Examiner Staff Writer
September 26, 2010

Island during the 1939 Golden Gate International Exposition and later hung in the Ferry Building is a “big-ticket” item at a national museum exhibit in Washington, D.C., this fall.

“Native Means of Transportation in the Pacific Area” was painted by Miguel Covarrubias, who’s known for his caricatures that defined The New Yorker and Vanity Fair covers during the first half of the 19th century.

It’s an abstract, aerial snapshot of the world with travelers rowing canoes, flying a seaplane and riding bareback on cattle among other mobile vestiges relevant to the time.

And it’s appearing again at the National Building Museum’s “Designing Tomorrow: America’s World’s Fairs of the 1930s,” starting Oct. 2, for the first time since it was taken down from the Ferry Building during construction in 2000.

“It’s one of the big-ticket items, one of our main attractions,” museum spokeswoman Tara Miller said.

The 15-by-24-foot mural will be displayed among more than 200 other items from fairs in Chicago, San Diego, Cleveland and Dallas.

Other Golden Gate International Exposition artifacts include prominent architect Bernard Maybeck’s original drawings of the fair and an aerial snapshot of when it was under construction.

The fair took place during the Great Depression, but tens of millions flocked from around the world to visit.

Covarrubias’ piece is one among a series of six titled “Pageant of the Pacific,” and it was hand-picked by the museum’s curators because it’s a visual example of transportation methods during that time, according to the island’s operating director.



Abstract: Miguel Covarrubias created “Native Means of Transportation in the Pacific Area” for the 1939 Golden Gate International Exposition on Treasure Island. (Courtesy photo)

"It's a piece of traveling art," said Mirian Saez, Treasure Island operating director. "It speaks to how well people love to look into the past and see what kinds of great things came from world fairs."

Among Covarrubias' murals, three are on display in San Jose's City Hall, one is in the de Young Museum in Golden Gate Park and the last "disappeared" in the 1950s.

"It was sent to a museum in New York and never came back," Saez said.

IF YOU GO

Designing Tomorrow: America's World's Fairs of the 1930s

Where: National Building Museum, Washington, D.C.

When: Oct. 2 to July 10

Featured exhibit: Miguel Covarrubias' "Native Means of Transportation in the Pacific Area"

Source: National Building Museum

kkelkar@sfoxaminer.com

More from Kamala Kelkar

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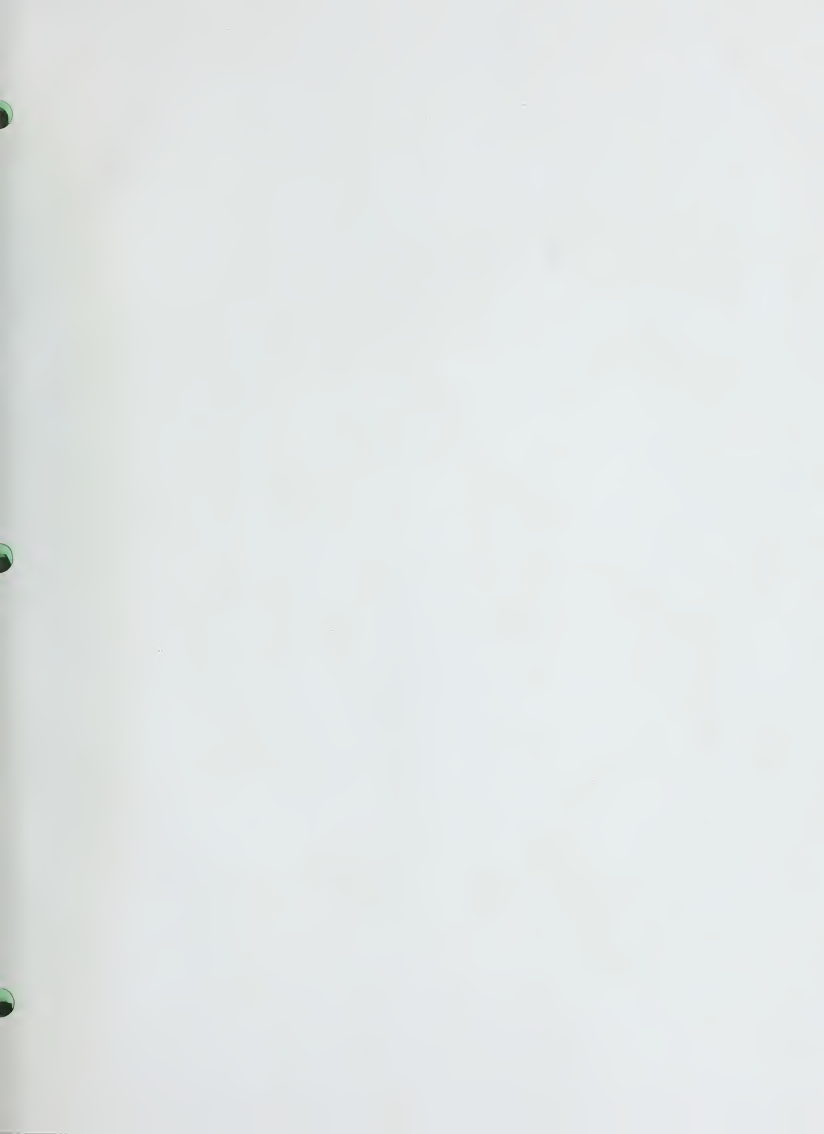
 

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AGENDA ITEM 6B
Treasure Island Development Authority
City and County of San Francisco
Meeting of October 13, 2010

Subject: Resolution Approving and Authorizing the Execution of a First Amendment to Sublease No. 234 with Robert Amox, an individual doing business as Bodega Wine Estates, to extend the Sublease term and the Early Entry period for the Premises located at Building 264, Treasure Island (Action Item)

Contact: Richard A. Rovetti, Deputy Director of Real Estate

Phone: 415-274-3365

BACKGROUND

Robert Amox, an individual doing business as Bodega Wine Estates (hereafter referred to as "Bodega Wine Estates"), has been making wine on Treasure Island for over 3 years at Building 201. On March 15, 2010, Bodega Wine Estates entered into a new month-to-month Sublease with the Treasure Island Development Authority (hereafter referred to as the "Authority") for Parcel A: approximately 1,300 square feet of space located on the South side of Building 264; Parcel B: approximately 5,500 square feet of storage space located in the middle of Building 264; Parcel C: approximately 2,440 square feet of storage space located on the Northwest side of Building 264; Parcel D: approximately 1,600 square feet of storage space located on the Southwest side of Building 264; and Parcel E: approximately 950 square feet of covered dock space located on the South side of Building 264.

The original Sublease, which is for a month-to-month term expiring November 30, 2010, allowed for 31 days of Early Entry for the sole purpose of installing equipment, painting and cleaning the premises. However, during the renovation period, Subtenant encountered several unanticipated delays due to the discovery of friable asbestos. This resulted in the Subtenant being unable to fully occupy and utilize the premises until the premises was deemed appropriate for occupancy. Unfortunately, the process to conduct samples, develop remediation protocols, select an environmental contractor, perform work, and obtain clean air samples took over six months. Additionally during this six month process, the Public Utilities Commission (PUC) who previously occupied the premises delayed our mitigation in order to clean, abate and remove their equipment, tools, and supplies from the premises. Given the complexity of the abatement project, the Subtenant is requesting an additional 260 days of Early Entry retroactive to the period from March 15, 2010 through December 31, 2010 to offset these delays and additional expenses incurred by them to prepare the space for occupancy. Subtenant is also requesting an extension of the month-to-month Sublease term to November 30, 2011.

SUBLEASE TERMS AND CONDITIONS

The salient terms and conditions of the proposed First Amendment include the following:

Premises: Parcel A: approximately 1,300 square feet of space located on the South side of Building 264; Parcel B: approximately 5,500 square feet of storage space located in the middle of Building 264; Parcel C: approximately 2,440 square feet of storage space located on the Northwest side of Building 264; Parcel D: approximately 1,600 square feet of storage space located on the Southwest side of Building 264; and Parcel E: approximately 950 square feet of covered dock space located on the South side of Building 264

Location: Building 264, Treasure Island

Commencement Date: March 15, 2010

Lease Expiration Date: November 30, 2011

Lease Term: Month-to-Month

Base Rent: Early Entry:
Commencing March 15, 2010 and ending December 31, 2010, the Subtenant shall be provided two hundred and ninety one (291) days of Early Entry for the sole purpose of installing equipment, painting and cleaning the facility. During the Early Entry period, Subtenant shall not pay Base Rent but shall be subject to all other terms and conditions set forth in the Sublease.

Commencing January 1, 2011 Monthly Base Rent shall be Five Thousand and Three Hundred Dollars (\$5,300.00) or \$0.45 per square foot) per month.

Security Deposit: \$10,600

PROPOSED MONTHLY BASE RENT

Under the Authority's Interim Subleasing Policy, the Minimum Rental Rate Schedule sets ranges of minimum sublease rental rates per square foot by type of use and facility for office and industrial space. Authority Staff reviews and analyzes available commercial data including market comparables of properties similarly situated to the Authority properties and evaluates the Authority transactions over the past 12 months to establish fair market value. The Authority Board last approved the Minimum Rental Rate Schedule on November 18, 2009, by Resolution No. 09-62-11/18. Per the Schedule, the minimum monthly rental rate for space at Building 264 is \$.25 PSF. Authority Staff and Bodega Wine Estates have negotiated a Sublease with a monthly rental rate of \$.45 per square foot.

Under the Authority's Interim Sublease Policy, Early Entry is set at 31 days for the purpose of preparing for occupancy. Bodega Wine Estates is requesting a total of 291 days of early entry

retroactively commencing on March 15, 2010 and ending December 31, 2010, to address unanticipated delays due to the discovery of friable asbestos resulting in the Subtenant being unable to fully occupy and utilize the premises until the premises was deemed appropriate for occupancy. During this Early Entry period, Bodega Wine Estates will not pay Base Rent but shall be subject to all other terms and conditions set forth in the Sublease.

BUDGET IMPACT

The First Amendment will provide an increase of approximately \$63,600.00 per year to the Authority's budget.

RECOMMENDATION

The Authority Staff recommends that the Authority Board of Directors approve the proposed First Amendment to Sublease with Robert Amox, an individual doing business as Bodega Wine Estates, and authorize the Director of Island Operations or her designee to execute said First Amendment for a month-to-month term and subject to the additional terms and conditions set forth above.

EXHIBIT A – First Amendment to Sublease No. 234 between the Treasure Island Development Authority and Robert Amox, an individual doing business as Bodega Wine Estates

Prepared by: Richard A. Rovetti, Deputy Director of Real Estate
For: Mirian Saez, Director of Island Operations

1 [First Amendment to Sublease with Robert Amox, an individual doing business as Bodega
2 Wine Estates, Treasure Island]

3 **Resolution Approving and Authorizing the Execution of a First Amendment to Sublease**
4 **No. 234 with Robert Amox, an individual doing business as Bodega Wine Estates, to**
5 **extend the Sublease term and the Early Entry period for the Premises located at**
6 **Building 264, Treasure Island.**

7 WHEREAS, Former Naval Station Treasure Island is a military base located on
8 Treasure Island and Yerba Buena Island (together, the "Base"), which is currently owned by
9 the United States of America, acting by and through the Department of the Navy (the "Navy");
10 and,

11 WHEREAS, The Base was selected for closure and disposition by the Base
12 Realignment and Closure Commission in 1993, acting under Public Law 101-510, and its
13 subsequent amendments; and,

14 WHEREAS, On May 2, 1997, the Board of Supervisors passed Resolution No. 380-97,
15 authorizing the Mayor's Treasure Island Project Office to establish a nonprofit public benefit
16 corporation known as the Treasure Island Development Authority (the "Authority") to act as a
17 single entity focused on the planning, redevelopment, reconstruction, rehabilitation, reuse and
18 conversion of the Base for the public interest, convenience, welfare and common benefit of
19 the inhabitants of the City and County of San Francisco (the "City"); and,

20 WHEREAS, Robert Amox, an individual doing business as Bodega Wine Estates
21 (hereafter referred to as "Bodega Wine Estates" or "Subtenant"), has been making wine on
22 Treasure Island for over 3 years at Building 201; and,

23 WHEREAS, On March 15, 2010, Bodega Wine Estates entered into a new month-to-
24 month Sublease with the Authority for Parcel A: approximately 1,300 square feet of space
25 located on the South side of Building 264; Parcel B: approximately 5,500 square feet of

1 storage space located in the middle of Building 264; Parcel C: approximately 2,440 square
2 feet of storage space located on the Northwest side of Building 264; Parcel D: approximately
3 1,600 square feet of storage space located on the Southwest side of Building 264; and Parcel
4 E: approximately 950 square feet of covered dock space located on the South side of Building
5 264; and,

6 WHEREAS, The original Sublease, which is for a month-to-month term expiring
7 November 30, 2010, allowed for 31 days of Early Entry for the sole purpose of installing
8 equipment, painting and cleaning the premises, however, during renovation, Subtenant
9 encountered several unanticipated delays due to the discovery of friable asbestos resulting in
10 the Subtenant being unable to fully occupy and utilize the premises until the premises was
11 deemed appropriate for occupancy; and,

12 WHEREAS, Unfortunately, the process to conduct samples, develop remediation
13 protocols, select an environmental contractor, perform work, and obtain clean air samples
14 took over six months to complete; and,

15 WHEREAS, Given the complexity of the abatement project, the Subtenant is
16 requesting an additional 260 days of Early Entry retroactive to the period from March 15, 2010
17 through December 31, 2010 to offset these delays and additional expenses incurred by them
18 to prepare the space for occupancy, and is also requesting an extension of the month-to-
19 month Sublease term to November 30, 2011; and,

20 WHEREAS, Although the Authority's Interim Subleasing Policy allows a maximum of
21 31 days Early Entry, given the amount of unanticipated delays due to the discovery of friable
22 asbestos resulting in the Subtenant being unable to fully occupy and utilize the premises until
23 the premises was deemed appropriate for occupancy, Authority Staff believes 291 days of
24 early entry retroactively commencing on March 15, 2010 and ending December 31, 2010,
25 represents fair market value at this time; now, therefore, be it

RESOLVED, That the Board of Directors hereby approves the First Amendment to Sublease No. 234 with Robert Amox, an individual doing business as Bodega Wine Estates, and authorizes the Director of Island Operations or her designee to execute said First Amendment in substantially the form attached hereto as Exhibit A; and be it

FURTHER RESOLVED, That the Board of Directors hereby finds that (i) entering into the First Amendment will serve the goals of the Authority and the public interests of the City, and (ii) the terms and conditions of the First Amendment are economically reasonable; and be it

FURTHER RESOLVED, That the Board of Directors hereby authorizes the Director of Island Operations to enter into any additions, amendments or other modifications to the First Amendment that the Director of Island Operations determines in consultation with the City Attorney are in the best interests of the Authority, that do not materially increase the obligations or liabilities of the Authority, that do not materially reduce the rights of the Authority, and are necessary or advisable to complete the preparation and approval of the First Amendment, such determination to be conclusively evidenced by the execution and delivery by the Director of Island Operations of the documents and any amendments thereto.

CERTIFICATE OF SECRETARY

I hereby certify that I am the duly elected Secretary of the Treasure Island Development Authority, a California nonprofit public benefit corporation, and that the above Resolution was duly adopted and approved by the Board of Directors of the Authority at a properly noticed meeting on October 13, 2010.

Helen Nigg, Secretary

FIRST AMENDMENT TO SUBLEASE NO. 234

THIS FIRST AMENDMENT TO SUBLEASE (this "First Amendment"), dated for reference purposes only as of October 15, 2010, is by and between the TREASURE ISLAND DEVELOPMENT AUTHORITY, a California public benefit corporation ("Sublandlord"), and ROBERT AMOX, an individual doing business as BODEGA WINE ESTATES ("Subtenant").

RECITALS

A. Sublandlord and Subtenant entered into that certain Sublease dated for reference purposes as of March 15, 2010 (the "Original Sublease"), for Parcel A: approximately 1,300 square feet of space located on the South side of Building 264; Parcel B: approximately 5,500 square feet of storage space located in the middle of Building 264; Parcel C: approximately 2,440 square feet of storage space located on the Northwest side of Building 264; Parcel D: approximately 1,600 square feet of storage space located on the Southwest side of Building 264; and Parcel E: approximately 950 square feet of covered dock space located on the South side of Building 264, Treasure Island, San Francisco, California ("Parcel A"), as more particularly described in the Original Sublease. The term of the Original Sublease expires on November 30, 2010.

B. Sublandlord and Subtenant desire to amend the Original Sublease to extend the Term and the Early Entry period to offset delays and additional expenses incurred by Subtenant, on the terms and conditions set forth in this First Amendment.

C. The Original Sublease and this First Amendment shall collectively be referred to as the "Sublease". All capitalized terms used herein but not otherwise defined shall have the meaning given to them in the Sublease.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the Sublandlord and Subtenant hereby amend the Sublease as follows:

AGREEMENT

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference as if fully set forth herein.

2. **Effective Date.** The effective date of this First Amendment shall be October 15, 2010 (the "Effective Date").

3. **Term.** As of the Effective Date, the Term described in the Basic Sublease Information of the Sublease shall be amended to read as follows:

"Commencement date: March 15, 2010

Expiration date: November 30, 2011

Notwithstanding anything in this Sublease to the contrary, either Sublandlord or Subtenant, in its sole discretion, may terminate this Sublease for any reason upon delivery of not less than thirty (30) days' prior written notice to the other party."

4. **Base Rent.** As of the Effective Date, the Base Rent described in the Basic Sublease Information of the Sublease shall be amended to read as follows:

"Early Entry: Commencing March 15, 2010 and ending December 31, 2010, the Subtenant shall be provided two hundred and ninety one (291) days of Early Entry for the sole purpose of installing equipment, painting and cleaning the facility. During the Early Entry period, Subtenant shall not pay Base Rent but shall be subject to all other terms and conditions set forth in the Sublease.

Commencing January 1, 2011, Monthly Base Rent shall be Five Thousand and Three Hundred Dollars (\$5,300.00) (or \$0.45 per square foot) per month."

5. **Counterparts.** This First Amendment may be executed in counterparts with the same force and effect as if the parties had executed one instrument, and each such counterpart shall constitute an original hereof.

6. **Full Force and Effect.** Except as specifically amended herein, the terms and conditions of the Sublease shall remain in full force and effect.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Sublandlord and Subtenant have executed this First Amendment to Sublease at San Francisco, California, as of the date first above written.

SUBLANDLORD:

TREASURE ISLAND DEVELOPMENT AUTHORITY

By: _____
Mirian Saez
Director of Island Operations

SUBTENANT:

**ROBERT AMOX, an individual doing business as
BODEGA WINE ESTATES**

By: _____

Its: _____

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: _____
Deputy City Attorney

Amendment Prepared By: Richard A. Rovetti, Deputy Director of Real Estate _____
(initial)

AGENDA ITEM 6C
Treasure Island Development Authority
City and County of San Francisco
Meeting of October 13, 2010

Subject: Resolution authorizing the Director of Island Operations to execute Memorandum of Understanding for Work Based Learning with Treasure Island Job Corps beginning November 1, 2010 for Security, Office Assistant, Facilities Maintenance, Plastering, and Painting (Action Item)

Contact Mirian Saez, Director of Island Operations
Phone (415) 274-0660

BACKGROUND

Beginning November 1, 2010 the Treasure Island Development Authority (TIDA) wishes to enter into a Memorandum of Understanding (MOU) with Treasure Island Job Corps to participate in their Work Based Learning Program.

Treasure Island Job Corps is a Vocational Training Program for young people between the ages of 16 and 24. Students receive vocational training in areas such as Security, Office Assistant, Facilities Maintenance, Plastering, Painting, Certified Medical Assistant and more. The program serves youth who are economically challenged by providing the tools they need to succeed.

The element that is crucial to the Job Corps program is Work based Learning (WBL). Much like an internship, this program allows students to gain real world work experience in a safe learning environment for a limited amount of time. In WBL assignments students are given opportunities to apply their trade experience to the job.

Informally for the past six months, TIDA staff has partnered with Job Corps for various WBL projects on the Island such as painting of the Star Barracks and security for Island special events. The partnership has been successful in that it has provided extra support to TIDA as well as created opportunities for the students to be active member of the community.

RECOMMENDATION:

Project Staff recommends TIDA's approval of the Work Based Learning Memorandum of Understanding with Job Corps.

EXHIBITS

Exhibit A Treasure Island Job Corps Work Based Learning Memorandum of Understanding

Prepared by: Marianne Mazzucco Thompson, Public Information Officer
For: Mirian Saez, Director of Island Operations

RESOLUTION NO.

Resolution authorizing the Director of Island Operations to execute Memorandum of Understanding for Work Based Learning with Treasure Island Job Corps beginning November 1, 2010 for Security, Office Assistant, Facilities Maintenance, Plastering, and Painting.

WHEREAS, Naval Station Treasure Island is a military base located on Treasure Island and Yerba Buena Island (together, the "Base"), which is currently owned by the United States of America ("the Federal Government"); and,

WHEREAS, Treasure Island was selected for closure and disposition by the Base Realignment and Closure Commission in 1993, acting under Public Law 101-510, and its subsequent amendments; and,

WHEREAS, On May 2, 1997, the Board of Supervisors passed Resolution No. 380-97, authorizing the Mayor's Treasure Island Project Office to establish a nonprofit public benefit corporation known as the Treasure Island Development Authority (the "Authority") to act as a single entity focused on the planning, redevelopment, reconstruction, rehabilitation, reuse and conversion of the Base for the public interest, convenience, welfare and common benefit of the inhabitants of the City and County of San Francisco; and,

WHEREAS, Under the Treasure Island Conversion Act of 1997 (the "Act"), which amended Section 33492.5 of the California Health and Safety Code and added Section 2.1 to Chapter 1333 of the Statutes of 1968, the California Legislature (i) designated the Authority as a redevelopment agency under California redevelopment law with authority over the Base upon approval of the City's Board of Supervisors, and (ii) with respect to those portions of the Base which are subject to the Tidelands Trust, vested in the Authority the authority to administer the public trust for commerce, navigation and fisheries as to such property; and,

1 **WHEREAS**, The Board of Supervisors approved the designation of the Authority as a
2 redevelopment agency for Treasure Island in 1997; and,

3 **WHEREAS**, Treasure Island Job Corps is a Vocational Training Program for young
4 people between the ages of 16 and 24. Students receive vocational training in areas such as
5 Security, Office Assistant, Facilities Maintenance, Plastering, Painting, Certified Medical
6 Assistant and more. The program serves youth who are economically challenged by
7 providing the tools they need to succeed

8 **WHEREAS**, The Treasure Island Job Corps Work based Learning (WBL) program,
9 allows students to gain experience in a safe learning environment for a limited amount of time
10 at no cost to the Authority

11 **WHEREAS**, the Authority will provide learning opportunities for the Job Corps students
12 in a safe and supervised environment ; now, therefore, be it

13
14 **RESOLVED**, That the Authority hereby authorizes the Director of Island Operations to
15 execute the Memorandum of Understanding with Treasure Island Job Corps, effective
16 November 1, 2010 ; and, be it

17 **FURTHER RESOLVED**, That the Board of Directors hereby authorizes the Director of
18 Island Operations or her designee to enter into any additions, amendments or other
19 modifications to the Agreement that the Director of Island Operations or her designee
20 determines in consultation with the City Attorney are in the best interests of the Authority, that
21 do not materially increase the obligations or liabilities of the Authority, that do not materially
22 reduce the rights of the Authority, and are necessary or advisable to complete the preparation
23 and approval of the Agreement, such determination to be conclusively evidenced by the
24 execution and delivery by the Director of Island Operations or her designee of the documents
25 and any amendments thereto.

CERTIFICATE OF SECRETARY

I hereby certify that I am the duly elected and acting Secretary of the Treasure Island Development Authority, a California nonprofit public benefit corporation, and that the above Resolution was duly adopted and approved by the Board of Directors of the Authority at a properly noticed meeting on October 13 2010.

Helen Nigg, Secretary

**WORK-BASED LEARNING PROGRAM AGREEMENT
BETWEEN**

Center Name: Treasure Island Development Job Corps
Address: 351 H Avenue, Building 442, San Francisco, CA 94130

and

Employer: Treasure Island Development Authority
Address: 1 Avenue of the Palms, San Francisco, CA 94130
Telephone: (415) 274-0660

The above-mentioned organizations are entering into an AGREEMENT to establish a Work-Based Learning (WBL) Program with the stipulations outlined below. This document is not a contract or a legally binding document; rather, it is a Memorandum of Understanding (MOU) between the above-mentioned parties.

Job Corps students are considered employees of the federal government for purposes of medical coverage under the Federal Employees' Compensation Act (FECA). Section 8143 of FECA states, "While students are enrolled in Job Corps, students are considered employees of the Federal Government for purposes of medical coverage under FECA. The 'performance of duty' does not include an act of an enrollee while absent from his assigned post of duty, except while participating in an activity (including an activity while on pass or during travel to or from the post duty) authorized by or under the direction and supervision of Job Corps."

There is no provision stated or implied in the Act that employers must provide additional insurance coverage for federal employees. While students are assigned to the work site, the WBL coordinator is responsible for monitoring and working closely with the students and employers to provide training, weekly evaluations, and conflict resolution. The WBL employer should be advised to report all accidents and injuries that occur during the "performance of duty" directly to the center director or WBL coordinator. In the event a student is injured while assigned to a WBL site, the student is covered under FECA.

Term of the Agreement. The term of this Agreement shall be from [insert beginning date].

Effective Date of Agreement. This Agreement shall become effective when signed by Employer and Center.

Compensation. There shall be no compensation for this agreement.

Indemnification. Employer shall indemnify and save harmless Center and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including Employer's employees or loss of or damage to property, arising directly or indirectly from Employer's performance of this Agreement, including, but not limited to, Employer's use of facilities or

equipment provided by Center or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on Center, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of Center and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Employer, its subcontractors or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and Center's costs of investigating any claims against the Center. In addition to Employer's obligation to indemnify Center, Employer specifically acknowledges and agrees that it has an immediate and independent obligation to defend Center from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Employer by Center and continues at all times thereafter. Employer shall indemnify and hold Center harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by Center, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.

Termination. Center shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. Center shall exercise this option by giving Employer written notice of termination. The notice shall specify the date on which termination shall become effective.

Work-Based Learning Agreements

Job Corps center agrees to:

- 1) Monitor all active work-based learning sites on a weekly basis to ensure that students are receiving quality training in a safe environment. Center instructors, safety officer(s), and other staff shall visit active work sites on a regular basis to:
 - Observe and counsel students;
 - Observe working environment for potential hazards;
 - Observe students' use of safety work practices including use of proper protective equipment;
 - Ensure that the training needs of the students are being met; and
 - Determine, in collaboration with the work-site supervisor, what on-center activities might be needed to support training at the work site.
- 2) A process for notifying the employer in the case of student absence (i.e., winter/summer break, unexpected student absence, center function).
- 3) Record all accidents and injuries in the Safety and Health Information Management System (SHIMS) within 7 days of supervisor notification.

- 4) A process for notifying the employer of potential safety hazards identified by students and/or center staff.
- 5) Document and record student WBL assignments and progress.

WBL employer agrees to:

- 1) Provide direct supervision and workplace mentors to students.
- 2) Assist students in achieving agreed upon career technical and academic skills.
- 3) Document student achievements and competencies.
- 4) Provide center safety officer or other staff with routine escorted or unescorted access to student work areas to observe working/training conditions.
- 5) Adhere to all federal and state laws and regulations regarding employment and applicable safety and occupational health.
- 6) Provide all equipment, tools, and personal protective equipment and clothing needed to perform the assigned duties that would normally be provided to employees.
- 7) Inform the center director, or designee, of all accidents and injuries within 24 hours.
- 8) In paid WBL situations, an employment relationship exists between the employer and the student; therefore, the provisions of the Fair Labor Standards Act are applicable.
- 9) Report all accidents, damage, loss or destruction of property, or emergency immediately to Dan Marweg, center director /designee, at (415) 217-7982 in order to provide a detailed report.

Center Director: _____

Date: _____

WBL Coordinator: _____

Date: _____

Center Safety Officer: _____

Date: _____

Company CEO/Designee: _____

Date: _____

Company WBL Supervisor: _____

Date: _____

Company Safety Officer: _____

Date: _____

AGENDA ITEM 6D
Treasure Island Development Authority
City and County of San Francisco
Meeting of October 13, 2010

Subject: Resolution Retroactively Approving and Authorizing the Execution of a Sublease with T-Mobile West Corporation, a Delaware corporation, for a cellular communications site commonly known as Cell Site SF23206 located on Avenue D, Treasure Island (*Action Item*)

Contact Richard A. Rovetti, Deputy Director of Real Estate
Phone 415-274-3365

BACKGROUND

Since April 1, 2009, T-Mobile West Corporation, a Delaware corporation (hereafter referred to as "T-Mobile"), has been using an unimproved road to maintain, service, and monitor microcell facilities located on Caltrans property on Yerba Buena Island. For over six months, Project staff and T-Mobile have been working together to find an additional cell site location on Treasure Island. The proposed mid-island location, an empty lot on Avenue D at 11th Street, will provide better coverage to the residents and commercial tenants of Treasure and Yerba Buena Islands.

Under the proposed new Sublease, T-Mobile is requesting a month-to-month term commencing retroactively on October 1, 2010 with a Base Rent of \$5,000.00 per month.

SUBLEASE TERMS AND CONDITIONS

T-Mobile will sign the Authority's standard form Sublease document. The salient terms and conditions of the proposed Sublease include the following:

Premises:	Unimproved land located on Avenue D at 11 th Street
Location:	Treasure Island
Commencement Date:	October 1, 2010
Sublease Expiration Date:	November 30, 2011
Sublease Term:	Month-to Month
Base Rent:	\$5,000.00 per month

Use: Installation and maintenance of a cellular communications site commonly known as Cell Site SF23206 only and for no other purpose.

Security Deposit: \$10,000.00

PROPOSED MONTHLY BASE RENT

Under the Authority's Interim Subleasing Policy, the Minimum Rental Rate Schedule sets ranges of minimum sublease rental rates per square foot by type of use and facility for office and industrial space. Project Staff reviews and analyzes available commercial data including market comparables of properties similarly situated to the Authority properties and evaluates the Authority transactions over the past 12 months and the existing appraisal prepared by Carnaghi-Blum & Partners, Inc. to establish fair market value. The Authority Board last approved the Minimum Rental Rate Schedule on November 18, 2009, by Resolution No. 09-62-11/18. However, the appraisal did not analyze cell sites on either Treasure or Yerba Buena Islands. Project Staff has reviewed cell site comparables from the Port of San Francisco in the amount of \$5,000.00 to \$6,000.00 per month.

Project Staff and T-Mobile have negotiated a new Sublease with a monthly Base Rent of \$5,000.00. Although a rental rate for cell sites has not been established in the Minimum Rental Rate Schedule, Project Staff believes that \$5,000.00 per month represents fair market value for Cell Site No. SF23206.

BUDGET IMPACT

The new Sublease will provide an increase of approximately \$60,000.00 per year to the Authority's budget.

RECOMMENDATION

The Project Staff recommends that the Authority Board of Directors retroactively approve the proposed Sublease with T-Mobile and authorize the Director of Island Operations or her designee to execute said Sublease for the installation and maintenance of a cell site located on Treasure Island for a month-to-month term and subject to the additional terms and conditions set forth above.

EXHIBIT

Exhibit A: Sublease Agreement

Prepared by: Richard A. Rovetti, Deputy Director of Real Estate
For: Mirian Saez, Director of Island Operations

1 [Sublease with T-Mobile West Corporation]

2 **Resolution Retroactively Approving and Authorizing the Execution of a Sublease with**
3 **T-Mobile West Corporation, a Delaware corporation, for a cellular communications site**
4 **commonly known as Cell Site SF23206 located on Avenue D, Treasure Island.**

5 WHEREAS, Former Naval Station Treasure Island is a military base located on
6 Treasure Island and Yerba Buena Island (together, the "Base"), which is currently owned by
7 the United States of America, acting by and through the Department of the Navy; and,

8 WHEREAS, The Base was selected for closure and disposition by the Base
9 Realignment and Closure Commission in 1993, acting under Public Law 101-510, and its
10 subsequent amendments; and,

11 WHEREAS, On May 2, 1997, the Board of Supervisors passed Resolution No. 380-97,
12 authorizing the Mayor's Treasure Island Project Office to establish a nonprofit public benefit
13 corporation known as the Treasure Island Development Authority (the "Authority") to act as a
14 single entity focused on the planning, redevelopment, reconstruction, rehabilitation, reuse and
15 conversion of the Base for the public interest, convenience, welfare and common benefit of
16 the inhabitants of the City and County of San Francisco (the "City"); and,

17 WHEREAS, Since April 1, 2009, T-Mobile West Corporation, a Delaware corporation
18 (hereafter referred to as "T-Mobile"), has been using an unimproved road to maintain, service,
19 and monitor microcell facilities located on Caltrans property on Yerba Buena Island in
20 accordance with a Use Permit between the Authority and T-Mobile; and,

21 WHEREAS, Project staff and T-Mobile have been working together for over six months
22 to find an additional cell site location on Treasure Island, and have found a suitable location
23 on Avenue D at 11th Street that will provide better coverage to the residents and commercial
24 tenants of Treasure and Yerba Buena Islands; and,

1
2 WHEREAS, Under the proposed new Sublease, T-Mobile is requesting a month-to-
3 month term commencing retroactively on October 1, 2010 with a Base Rent of \$5,000.00 per
4 month; and,

5 WHEREAS, Although the Authority has not commissioned an appraisal for cell sites on
6 either Treasure or Yerba Buena Islands, Authority staff has received cell site comparables
7 from the Port of San Francisco in the amount of \$5,000.00 per month, and believes the
8 proposed monthly rent of \$5,000.00 represents fair market value for this Sublease at this time;
9 now, therefore, be it

10 RESOLVED, That the Board of Directors hereby retroactively approves Sublease No.
11 148 with T-Mobile for Cell Site No. SF23206 located on Treasure Island and authorizes the
12 Director of Island Operations or her designee to execute said Sublease in substantially the
13 form attached hereto as Exhibit A; and, be it

14 FURTHER RESOLVED, That the Board of Directors hereby finds that (i) entering into
15 the Sublease will serve the goals of the Authority and the public interests of the City, and (ii)
16 the terms and conditions of the Sublease are economically reasonable; and be it

17 FURTHER RESOLVED, That the Board of Directors hereby authorizes the Director of
18 Island Operations to enter into any additions, amendments or other modifications to the
19 Sublease that the Director of Island Operations determines in consultation with the City
20 Attorney are in the best interests of the Authority, that do not materially increase the
21 obligations or liabilities of the Authority, that do not materially reduce the rights of the
22 Authority, and are necessary or advisable to complete the preparation and approval of the
23 Sublease, such determination to be conclusively evidenced by the execution and delivery by
24 the Director of Island Operations of the documents and any amendments thereto.
25

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CERTIFICATE OF SECRETARY

I hereby certify that I am the duly elected Secretary of the Treasure Island Development Authority, a California nonprofit public benefit corporation, and that the above Resolution was duly adopted and approved by the Board of Directors of the Authority at a properly noticed meeting on October 13, 2010.

Helen Nigg, Secretary



F23206

SUBLEASE No. 148

between

TREASURE ISLAND DEVELOPMENT AUTHORITY

as Sublandlord

and

T-MOBILE WEST CORPORATION,
a Delaware corporation

as Subtenant

For the Sublease of

a Wireless Communications Site at
Treasure Island Naval Station
San Francisco, California

October 1, 2010

TREASURE ISLAND SUBLEASE

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LIST OF EXHIBITS:

EXHIBIT A – Master Lease
EXHIBIT B – Diagram of Premises
EXHIBIT C – Cover Page of Seismic Report
EXHIBIT D – Rules and Regulations
EXHIBIT E – Utilities
EXHIBIT F – TIHDI Work Force Hiring Plan

ADDENDUM TO SUBLEASE

TREASURE ISLAND SUBLEASE

THIS SUBLEASE (the "Sublease"), dated for reference purposes only as of October 1, 2010, is by and between the TREASURE ISLAND DEVELOPMENT AUTHORITY, a California public benefit corporation ("Sublandlord"), and T-MOBILE WEST CORPORATION, a Delaware corporation ("Subtenant"). From time to time, Sublandlord and Subtenant together shall be referred to herein as the "Party" or "Parties", as applicable.

This Sublease is made with reference to the following facts and circumstances:

A. The United States of America, acting by and through the Department of Navy ("Master Landlord") and Sublandlord entered into a lease dated November 14, 1998, as amended from time to time (the "Master Lease"), a copy of which is attached hereto as Exhibit A. Under the Master Lease, the Master Landlord leased to Sublandlord certain real property located on Treasure Island Naval Station (the "Property"), as more particularly described in the Master Lease.

B. Subtenant desires to sublet from Sublandlord, and Sublandlord is willing to sublet to Subtenant, a portion of the Property on the terms and conditions contained in this Sublease.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged by both Parties, and with the intent of incorporating the facts and circumstances as set forth above into the terms and conditions of this Sublease by this reference, Sublandlord and Subtenant hereby agree as follows:

1. BASIC SUBLEASE INFORMATION

The following is a summary of basic sublease information (the "Basic Sublease Information"). Each item below shall be deemed to incorporate all of the terms of this Sublease pertaining to such item. In the event of any conflict between the information in this Section and any more specific provision of this Sublease, the more specific provision shall control.

Sublease Reference Date: October 1, 2010

Sublandlord: TREASURE ISLAND DEVELOPMENT
AUTHORITY, a California public benefit
corporation

Subtenant: T-MOBILE WEST CORPORATION, a
Delaware corporation

Subleased Premises (Section 2.1):	Approximately Six Hundred (600) square feet of unpaved land located at the intersection of 11th Street and Avenue D, Treasure Island, San Francisco, CA, as more particularly shown on <u>Exhibit B</u> , attached hereto including the improvements thereon.
Facility:	Unimproved land located at Avenue D at 11 th Street
Term: (Section 4.1):	Commencement Date: October 1, 2010 Expiration Date: November 30, 2011
	Notwithstanding anything in this Sublease to the contrary, either Sublandlord or Subtenant, in its sole discretion, may terminate this Sublease for any reason upon delivery of not less than thirty (30) days' prior written notice to the other party.
Base Rent (Section 5.1):	Monthly Base Rent shall be Five Thousand Dollars (\$5,000.00) per month.
Rent Adjustment Date(s) (Section 5.2):	Not applicable
Rent Increase Percentage (Section 5.2):	Not applicable
Use (Section 7.1):	Installation and maintenance of a cellular communications site commonly known as Cell Site SF23206 only and for no other purpose.
Repair Amount (Section 13.1):	One Thousand Dollars (\$1,000.00)
Security Deposit (Section 19.3):	Ten Thousand Dollars (\$10,000.00)

Notice Address of Sublandlord (Section 21.1):
Treasure Island Development Authority
Treasure Island Project Office
One Avenue of Palms
Building 1, 2nd Floor
Treasure Island
San Francisco, CA 94130
Attn: Mirian Saez
Director of Island Operations
Fax No.: 415-274-0299

with a copy to:

Office of the City Attorney
City Hall, Room 234
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102
Attn: Eileen M. Malley
Fax No.: (415) 554-4755

Notice Address of Subtenant (Section 21.1):
T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006

Attn: Lease Administrator / SF23206
With a copy to: Legal Dept. / SF23206

And with a Copy to:
T-Mobile West Corporation, Inc.
2380-A Bisso Lane
Concord, CA 94520

Attn: Lease Administration Mgr. / SF23206
With a copy to: Legal Dept. / SF23206

Attn: Property Management
Phone No. (925) 319-7480

Notice Address of Master Landlord (Section 21.1):
Department of The Navy
Base Realignment and Closure
Program Management Office West
1455 Frazee Road, Suite 900
San Diego, CA 92108-4310
Fax #: (619) 532-9858

Other Noteworthy Provisions (See Addendum):

- Additional requirements relating to use of the Premises as a communications site

2. PREMISES

2.1. Subleased Premises. Subject to the terms, covenants and conditions of this Sublease, Sublandlord subleases to Subtenant the Premises. Subtenant shall have the non-exclusive right to use, together with other subtenants in the Facility, the lobbies, corridors, elevators, stairways and other public areas of the Facility and the Property (collectively, the "Common Areas"), and the non-exclusive right of access to and from the Premises by the main entrances to the Facility and the Property.

In the event Subtenant uses or occupies space outside the Premises without the prior written consent of Sublandlord (the "Encroachment Area"), then upon written notice from Sublandlord ("Notice to Vacate"), Subtenant shall immediately vacate such Encroachment Area and pay as additional rent for each day Subtenant used, occupied, uses or occupies such Encroachment Area, an amount equal to the rentable square footage of the Encroachment Area, multiplied by the higher of the (a) highest rental rate then approved by Sublandlord's Board of Directors for the Premises or the Facility, or (b) then current fair market rent for such Encroachment Area, as reasonably determined by Sublandlord (the "Encroachment Area Charge"). If Subtenant uses or occupies such Encroachment Area for a fractional month, then the Encroachment Area Charge for such period shall be prorated based on a thirty (30) day month. In no event shall acceptance by Sublandlord of the Encroachment Area Charge be deemed a consent by Sublandlord to the use or occupancy of the Encroachment Area by Subtenant or a waiver (or be deemed as waiver) by Sublandlord of any and all other rights and remedies of Sublandlord under this Sublease (including Subtenant's obligation to indemnify, defend and hold Sublandlord harmless as set forth in the last paragraph of this Section 2.1), at law or in equity.

In addition to the foregoing amount, Subtenant shall pay to Sublandlord, as additional rent, an amount equaling Two Hundred Dollars (\$200.00) upon delivery of the initial Notice to Vacate plus the actual cost associated with a survey of the Encroachment Area. In the event Sublandlord determines during subsequent inspection(s) that Subtenant has failed to vacate the Encroachment Area, then Subtenant shall pay to Sublandlord, as additional rent, an amount equaling Three Hundred Dollars (\$300.00) for each additional Notice to Vacate, if applicable, delivered by Sublandlord to Subtenant following each inspection. The parties agree that the charges associated with each inspection of the Encroachment Area, delivery of each Notice to Vacate and survey of the Encroachment Area represent a fair and reasonable estimate of the administrative cost and expense which Sublandlord will incur by reason of Sublandlord's inspection of the Premises, issuance of each Notice to Vacate and survey of the Encroachment Area. Subtenant's failure to comply with the applicable Notice to Vacate and Sublandlord's right to impose the foregoing charges shall be in addition to and not in lieu of any and all other rights and remedies of Sublandlord under this Sublease, at law or in equity. The amounts set forth in this Section 2.1 shall be due within three (3) business days following the applicable Notice to

Vacate and/or separate invoice relating to the actual cost associated with a survey of the Encroachment Area.

In addition to the rights and remedies of Sublandlord as set forth in the immediately foregoing two paragraphs of this Section 2.1, the terms and conditions of the indemnity and exculpation provision set forth in Section 16 below shall also apply to Subtenant's use and occupancy of the Encroachment Area as if the Premises originally included the Encroachment Area, and Subtenant shall additionally indemnify, defend and hold Sublandlord harmless from and against any and all loss or liability resulting from delay by Subtenant in so surrendering the Encroachment Area including, without limitation, any loss or liability resulting from any claims against Sublandlord made by any tenant or prospective tenant founded on or resulting from such delay and losses to Sublandlord due to lost opportunities to lease any portion of the Encroachment Area to any such tenant or prospective tenant, together with, in each case, actual attorneys' fees and costs.

By placing their initials below, each party specifically confirms the accuracy of the statements made in this Section 2.1 and the reasonableness of the amount of the charges described in this Section 2.1.

Initials: _____ Sublandlord _____ Subtenant

2.2. As Is Condition of Premises.

(a) **Inspection of Premises.** Subtenant represents and warrants that Subtenant has conducted a thorough and diligent inspection and investigation, either independently or through its officers, directors, employees, agents, affiliates, subsidiaries, licensees and contractors, and their respective heirs, legal representatives, successors and assigns, and each of them ("Subtenant's Agents"), of the Premises and the suitability of the Premises for Subtenant's intended use. Subtenant is fully aware of the needs of its operations and has determined, based solely on its own investigation, that the Premises are suitable for its operations and intended uses. As part of its inspection of the Premises, Subtenant acknowledges its receipt and review of the Seismic Report referenced in Section 2.2(c) below and the Joint Inspection Report referenced in Section 6 of the Master Lease.

(b) **As Is; Disclaimer of Representations.** Subtenant acknowledges and agrees that the Premises are being subleased and accepted in their "AS IS, WITH ALL FAULTS" condition, without representation or warranty of any kind, and subject to all applicable laws, statutes, ordinances, resolutions, regulations, proclamations, orders or decrees of any municipal, county, state or federal government or other governmental or regulatory authority with jurisdiction over the Premises, or any portion thereof, whether currently in effect or adopted in the future and whether or not in the contemplation of the Parties, including without limitation the orders and citations of any regulatory authority with jurisdiction over life and safety issues concerning the Premises governing the use, occupancy, management, operation and possession of the Premises

("Laws"). Without limiting the foregoing, this Sublease is made subject to any and all covenants, conditions, restrictions, easements and other title matters affecting the Premises, or any portion thereof, whether or not of record. Subtenant acknowledges and agrees that neither Sublandlord, the City and County of San Francisco ("City"), nor any of their respective officers, directors, employees, agents, affiliates, subsidiaries, licensees or contractors, or their respective heirs, legal representatives, successors and assigns ("Sublandlord's Agents") have made, and Sublandlord hereby disclaims, any representations or warranties, express or implied, concerning (i) title or survey matters affecting the Premises, (ii) the physical, geological, seismological or environmental condition of the Premises, including, without limitation, the matters described in the Seismic Report (as defined below), (iii) the quality, nature or adequacy of any utilities serving the Premises, (iv) the feasibility, cost or legality of constructing any Alterations on the Premises if required for Subtenant's use and permitted under this Sublease, (v) the safety of the Premises, whether for the use by Subtenant or any other person, including Subtenant's Agents or Subtenant's clients, customers, vendors, invitees, guests, members, licensees, assignees or subtenants ("Subtenant's Invitees"), or (vi) any other matter whatsoever relating to the Premises or their use, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose.

(c) **Seismic Report.** Without limiting Section 2.2(b) above, Subtenant expressly acknowledges for itself and Subtenant's Agents that it received and read that certain report dated August 1995, entitled "*Treasure Island Reuse Plan: Physical Characteristics, Building and Infrastructure Conditions*," prepared for the Office of Military Base Conversion, Department of City Planning, and the Redevelopment Agency of the City and County of San Francisco (the "Seismic Report"), a copy of the cover page of which is attached hereto as Exhibit C. Subtenant has had an adequate opportunity to review the Seismic Report with expert consultants of its own choosing. The Seismic Report, among other matters, describes the conditions of the soils of the Property and points out that in the area of the Property where the Premises are located, an earthquake of magnitude 7 or greater is likely to cause the ground under and around the Premises to spread laterally to a distance of ten (10) or more feet and/or result in other risks. In that event, there is a significant risk that any structures or improvements located on or about the Premises, may fail structurally and collapse.

3. COMPLIANCE WITH MASTER LEASE

3.1. Incorporation by Reference. All of the terms and conditions of the Master Lease are hereby incorporated by reference into this Sublease as if fully set forth herein.

3.2. Performance of Master Landlord's Obligations. Sublandlord does not assume the obligations of Master Landlord under the Master Lease. With respect to work, services, repairs, restoration, the provision of utilities or HVAC services, or the performance of any other obligations required of Master Landlord under the Master Lease, Sublandlord's sole obligation with respect thereto shall be to request the same, on request in writing by Subtenant, and to use reasonable efforts to obtain the same from Master Landlord. Subtenant shall cooperate with

Sublandlord as may be required to obtain from Master Landlord any such work, services, repairs, repainting, restoration, the provision of utilities or HVAC services, or the performance of any of Master Landlord's obligations under the Master Lease.

3.3. **Conflict.** If any of the provisions of this Sublease conflict with any portion of the Master Lease as incorporated herein, then the terms of the Master Lease shall govern.

3.4. **Compliance with Master Lease.** Subtenant shall not do or permit to be done anything which would constitute a violation or a breach of any of the terms, conditions or provisions of the Master Lease or which would cause the Master Lease to be terminated or forfeited by virtue of any rights of termination reserved by or vested in the Master Landlord.

4. **TERM**

4.1. **Term of Sublease.** The term of this Sublease (the "Term") shall commence on the Commencement Date set forth in the Basic Sublease Information, and expire on the Expiration Date set forth in the Basic Sublease Information, unless sooner terminated pursuant to the terms of this Sublease.

4.2. **Effective Date.** This Sublease shall become effective on the date (the "Effective Date") upon the later of (i) the Parties' execution and delivery of this Sublease, (ii) Sublandlord's Board of Director's approval of this Sublease at a duly noticed meeting, if such approval is required, or (iii) the Commencement Date.

4.3. **Automatic Termination.** If the Master Lease terminates for any reason whatsoever, this Sublease shall automatically terminate and the Parties shall thereafter be relieved from all liabilities and obligations under this Sublease, except for liabilities and obligations which expressly survive termination of this Sublease. Subtenant acknowledges and agrees that it has reviewed the Master Lease, is aware of the circumstances upon which the Master Lease may be terminated and hereby assumes all risks associated with the automatic termination of this Sublease because of the termination of the Master Lease.

4.4. **Termination by Sublandlord.**

Subtenant's period of occupancy of the Premises is subject to Sublandlord's right to terminate this Sublease as provided herein at such time as Sublandlord determines, in its sole discretion, that the Premises are needed in connection with a Sublandlord program or project. As used herein, "Sublandlord program or project" shall mean any development or renovation, by public and/or private parties, of the building or land in or on which the Premises are located. In the event of any such development or renovation, Sublandlord shall have the right to terminate this Sublease without liability or expense upon delivery to Subtenant of thirty (30) days prior written notice of such termination. Subtenant agrees and shall be required to surrender possession of the Premises by the end of such thirty (30) day period.

4.5. **No Relocation Assistance; Waiver of Claims.** Subtenant acknowledges that Subtenant has previously been informed that the Property subject to this Sublease is part of an area that is proposed for redevelopment and that Subtenant may be required to move from the Property to accommodate the redevelopment project. Subtenant acknowledges that if Subtenant is asked to move, it will not be a displaced person as that term is defined under the California Government Code Section 7260 et seq. ("California Relocation Act") and the Uniform Relocation Assistance and Real Property Policies Act, 42 U.S. C. 4601 et seq. ("URA"), and that Subtenant will not be entitled to any relocation benefits provided under the California Relocation Act and the URA, including any moving expenses, reimbursement for costs associated with increased rent, loss of goodwill or other costs related to the termination of Subtenant's Lease and Subtenant's relocation from the Premises. Subtenant fully RELEASES, WAIVES AND DISCHARGES forever any and all claims against, and covenants not to sue, Sublandlord, its departments, commissions, officers, directors and employees, agents, contractors and successors and assigns and all persons acting by, through or under each of them, under any laws, including, without limitation, any and all claims for relocation benefits or assistance from Sublandlord under federal and state relocation assistance laws (including, but not limited to, California Government Code Section 7260, et seq., and the Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. 4601, et seq.).

Initials: _____ Subtenant

5. RENT

5.1. **Base Rent.** Throughout the Term, beginning on the Commencement Date, Subtenant shall pay to Sublandlord Base Rent in the amount set forth in the Basic Sublease Information. Base Rent shall be paid to Sublandlord without prior demand and without any deduction, setoff, or counterclaim whatsoever. Base Rent shall be payable on or before the first day of each month, in advance, at the Notice Address of Sublandlord provided in Section 21.1 hereof or such other place as Sublandlord may designate in writing. If the Commencement Date occurs on a date other than the first day of a calendar month, or the Sublease terminates on a day other than the last day of a calendar month, then the monthly payment of Base Rent for such fractional month shall be prorated based on a thirty (30) day month.

5.2. **Adjustments in Base Rent.** If this Sublease has not been terminated, then on each Rent Adjustment Date set forth in the Basic Sublease Information, the Base Rent shall be increased by the Rent Increase Percentage set forth in the Basic Lease Information.

5.3. **Additional Charges.** In addition to Base Rent, Subtenant shall pay all other charges related to the Premises otherwise payable by Subtenant to Sublandlord hereunder, including, without limitation, all late charges and default interest attributable to late payments and/or defaults of Subtenant hereunder, all utility charges, and any amounts other than Base Rent that shall become due and payable by Subtenant under this Sublease (together, the "Additional

Charges"). Together, Base Rent and Additional Charges shall hereinafter be referred to as the "Rent".

5.4. **Late Charge.** If Subtenant fails to pay any Rent within ten (10) days after the date the same is due and payable, such unpaid amount will be subject to a late payment charge equal to six percent (6%) of the unpaid amount in each instance. The late payment charge has been agreed upon by Sublandlord and Subtenant, after negotiation, as a reasonable estimate of the additional administrative costs and detriment that Sublandlord will incur as a result of any such failure by Subtenant, the actual costs thereof being extremely difficult if not impossible to determine. The late payment charge constitutes liquidated damages to compensate Sublandlord for its damages resulting from such failure to pay and Subtenant shall promptly pay such charge to Sublandlord together with such unpaid amount.

5.5. **Default Interest.** If any Rent is not paid within ten (10) days following the due date, such unpaid amount shall bear interest from the due date until paid at the rate of ten percent (10%) per year. However, interest shall not be payable on late charges incurred by Subtenant nor on any amounts on which late charges are paid by Subtenant to the extent this interest would cause the total interest to be in excess of that which an individual is lawfully permitted to charge. Payment of interest shall not excuse or cure any default by Subtenant.

6. TAXES, ASSESSMENTS AND OTHER EXPENSES

6.1. **Taxes and Assessments, Licenses, Permit Fees and Liens.**

(a) **Payment Responsibility.** Subtenant shall pay any and all real and personal property taxes, including, but not limited to, possessory interest taxes, general and special assessments, excises, licenses, permit fees and other charges and impositions of every description levied on or assessed against the Premises, any Alterations, Subtenant's Personal Property, or Subtenant's use of the Premises or any Alterations during the Term. Subtenant shall make all such payments directly to the charging authority when due and payable and at least ten (10) days prior to delinquency. However, with respect to real property taxes and assessments levied on or assessed against the Premises for which Sublandlord receives the tax bill directly from the taxing authority, Subtenant shall reimburse Sublandlord for payment of such sums within twenty (20) days of written demand together with reasonable supporting documentation thereof.

(b) **Taxability of Possessory Interest.** Without limiting the foregoing, Subtenant recognizes and agrees that this Sublease may create a possessory interest subject to property taxation and that Subtenant may be subject to the payment of property taxes levied on such interest.

(c) **No Liens.** Subtenant shall not allow or suffer a lien for any taxes payable by Subtenant hereunder to be imposed upon the Premises or upon any equipment or other property located thereon without discharging the same as soon as practicable, and in no event subsequent to delinquency.

(d) **Reporting Information.** Subtenant agrees to provide such information as Sublandlord may reasonably request to enable Sublandlord to comply with any possessory interest tax reporting requirements applicable to this Sublease.

6.2. **Evidence of Payment.** Subtenant shall, upon Sublandlord's request, furnish to Sublandlord within ten (10) days after the date when any charges are due and payable, official receipts of the appropriate taxing authority or other evidence reasonably satisfactory to Sublandlord, evidencing payment thereof.

7. USE; COVENANTS TO PROTECT PREMISES

7.1. **Subtenant's Permitted Use.** Subtenant may use the Premises for the Permitted Use set forth in the Basic Sublease Information, but for no other purpose without the prior written consent of Sublandlord, which consent may be given or withheld in Sublandlord's sole and absolute discretion.

7.2. **Subtenant's Access to the Premises.** As provided in Section 30 of the Master Lease, Subtenant shall have access to the Premises on a 24-hours per day, seven days a week basis; provided, however, Subtenant shall use good faith efforts to coordinate such access with the local representative of Master Landlord.

7.3. **Rules and Regulations.** Subtenant agrees to adhere to all rules and regulations regarding the Premises attached hereto as Exhibit D, and any additional rules regarding security, ingress, egress, safety and sanitation applicable to the Premises or the Property, as such rules and regulations may be prescribed by Master Landlord or Sublandlord from time to time provided that in the event of a direct conflict between such rules and regulations and the terms and conditions set forth herein, the terms and conditions set forth herein shall control.

7.4. **Easements.** This Sublease shall be subject to all outstanding easements and rights-of-way for location of any type of facility over, across, in, and upon the Premises or any portion thereof, and to the right of Master Landlord to grant such additional easements and rights-of-way over, across, in and upon the Premises as Master Landlord shall determine to be in the public interest ("Additional Easements"); provided that, as provided in Section 29 of the Master Lease, Master Landlord shall use its best efforts to minimize any interference with Subtenant's operations hereunder caused by the granting of any such Additional Easements and the granting of such Additional Easements shall be conditioned on the assumption by the grantee thereof of liability to Subtenant for such damages as Subtenant shall suffer for property destroyed or property rendered unusable on account of the grantee's exercise of its rights thereunder. There is hereby reserved to the holders of such Additional Easements as are presently outstanding or which may hereafter be granted, to any workers officially engaged in the construction, installation, maintenance, operation, repair or replacement of facilities located thereon, and to any federal, state or local official engaged in the official inspection thereof, such reasonable rights of ingress and egress over the Premises as shall be necessary for the performance of their

duties with regard to such facilities.

7.5. **No Interference with Navy Operations.** Subtenant shall not conduct operations, nor make any Alterations (as defined below), that would interfere with or otherwise restrict Master Landlord's operations or environmental clean-up or restoration actions by the Master Landlord, Sublandlord, the Environmental Protection Agency, the State of California or their contractors. Environmental clean-up, restoration or testing activities by these Parties shall take priority over Subtenant's use of the Premises in the event of any conflict; provided, however, in such event, Master Landlord and Sublandlord shall use their best efforts to minimize any disruption of Subtenant's operation.

7.6. **No Unlawful Uses, Nuisances or Waste.** Without limiting the foregoing, Subtenant shall not use, occupy or permit the use or occupancy of any of the Premises in any unlawful manner or for any illegal purpose, or permit any offensive, noisy or hazardous use or any waste on or about the Premises. Subtenant shall eliminate any nuisances or hazards relating to its activities on or about the Premises. Subtenant shall not conduct any business, place any sales display, or advertise in any manner in areas on or about the Property outside of the Premises.

8. ALTERATIONS

8.1. **Alterations.** Subtenant shall not construct, install, make or permit to be made any alterations, installations or additions ("Alterations") in, to or about the Premises, without Sublandlord's prior written consent in each instance, which consent may given or withheld in Sublandlord's sole and absolute discretion. Subject to Sublandlord's consent as provided above, any Alterations shall be done at Subtenant's sole expense (i) in strict accordance with plans and specifications approved in advance by Sublandlord in writing, (ii) by duly licensed and bonded contractors or mechanics approved by Sublandlord, (iii) in a good and professional manner, (iv) in strict compliance with all Laws, and (v) subject to all other conditions that Sublandlord may reasonably impose. In no event shall the construction, installation or the making of any Alterations impair the use or operation of the Property, or any portion thereof, or Sublandlord's or Master Landlord's access thereto. Prior to the commencement of any work on the Premises to construct any Alterations, Subtenant, at its sole expense, shall procure all required permits and approvals and shall promptly upon receipt deliver copies of all such documents to Sublandlord. No material change from the plans and specifications for any Alterations approved by Sublandlord may be made without Sublandlord's prior consent. Sublandlord and Sublandlord's Agents shall have the right to inspect the course of construction on the Premises at all times.

8.2. **Historic Properties.** Without limiting the generality of the foregoing, Subtenant acknowledges and agrees that, pursuant to Section 15 of the Master Lease, no Alterations may be made to any improvements on the Premises (i) which will affect the historic characteristics of the improvements or modify the appearance of the exterior of the improvements without Master Landlord's and Sublandlord's prior written consent, or (ii) if such Alterations would preclude qualifying the improvements for inclusion on the National Register for Historic Places.

8.3. Ownership of Alterations. Any Alterations constructed on or affixed to the Premises by or on behalf of Subtenant pursuant to the terms and limitations of this Section 8 shall be and remain Subtenant's property during the Term. Upon the termination of this Sublease, Subtenant shall remove all such Alterations from the Premises in accordance with the provisions of Section 19 hereof, unless Sublandlord, at its sole option and without limiting any of the provisions of Section 8.1 above, requires that such Alterations remain on the Premises following the expiration or termination of this Sublease in which case they shall transfer to Sublandlord in their "AS IS" and "WHERE IS" condition without representation or warranty of any kind and whereafter Subtenant shall not be responsible for the maintenance and repair thereof.

8.4. Subtenant's Personal Property. All furniture, furnishings and articles of movable personal property and equipment used upon or installed in the Premises by or for the account of Subtenant that can be removed without structural or other material damage to the Premises (all of which are herein called "Subtenant's Personal Property") shall be and remain the property of Subtenant and shall be removed by Subtenant, subject to the provisions of Section 19 hereof. Subtenant shall be solely responsible for providing any security or other protection of or maintenance to Subtenant's Personal Property. Sublandlord hereby waives any and all lien rights it may have related to such equipment, whether statutory or otherwise.

8.5. Sublandlord's Alterations. Sublandlord reserves the right at any time to make alterations, additions, repairs, deletions or improvements to the common areas or any other part of the improvements on the Premises; provided, that any such alterations or additions shall not materially adversely affect the functional utilization of the Premises for the purposes stated herein or otherwise violate the terms and conditions herein.

9. REPAIRS AND MAINTENANCE

9.1. Subtenant Responsible for Maintenance and Repair. Subtenant assumes full and sole responsibility for the condition, operation, repair and maintenance and management of the Premises from and after the Commencement Date and shall keep the Premises in good condition and repair. Sublandlord shall not be responsible for the performance of any repairs, changes or alterations to the Premises, nor shall Sublandlord be liable for any portion of the cost thereof. Subtenant shall make all repairs and replacements, interior and exterior, structural as well as non-structural, ordinary as well as extraordinary, foreseen and unforeseen, which may be necessary to maintain the Premises at all times in a clean, safe, attractive and sanitary condition and in good order and repair, to Sublandlord's and Master Landlord's reasonable satisfaction, provided, however, that neither Subtenant nor Sublandlord shall be required to make structural repairs or Alterations to correct conditions affecting the Premises existing prior to the Commencement Date. If any portion of the Premises is damaged by any activities conducted by Subtenant or Subtenant's Agents or Subtenant's Invitees hereunder, Subtenant shall immediately, at its sole cost, repair all such damage and restore the Premises to its previous condition.

9.2. **Utilities.** Sublandlord shall provide the basic utilities and services described in the attached Exhibit E (the "Standard Utilities and Services") to the Premises, subject to the terms and conditions contained therein. Subtenant shall be responsible for furnishing, at its sole cost, any utilities or services other than or in excess of the Standard Utilities and Services that Subtenant may need for its use of the Premises. Subtenant shall pay, without set off or counterclaim, all amounts due and owing for such Standard Utilities and Services at the rates provided in and as otherwise set forth in Exhibit E.

9.3. **Landscaping.** Subtenant shall maintain the exterior landscaping of the Premises in good condition and repair.

9.4. **Janitorial Services.** Subtenant shall provide all janitorial services for the Premises.

9.5. **Pest Control.** Subtenant shall provide and pay for all pest control services required within the Premises, and shall keep the Premises free of all pests at all times.

9.6. **Trash.** Subtenant shall deposit all trash into designated containers in the Premises in compliance with the Rules and Regulations attached hereto as Exhibit D. Subtenant shall pay for the removal of trash from the designated containers. Subtenant shall abide by all rules established by Sublandlord or Master Landlord for the handling of trash.

9.7. **No Right to Repair and Deduct.** Subtenant expressly waives the benefit of any existing or future Laws or judicial or administrative decision that would otherwise permit Subtenant to make repairs or replacements at Sublandlord's expense, or to terminate this Sublease because of Sublandlord's failure to keep the Premises or any part thereof in good order, condition or repair, or to abate or reduce any of Subtenant's obligations hereunder on account of the Premises or any part thereof being in need of repair or replacement. Without limiting the foregoing, Subtenant expressly waives the provisions of California Civil Code Sections 1932, 1941 and 1942 or any similar Laws with respect to any right of Subtenant to terminate this Sublease and with respect to any obligations of Sublandlord hereunder or any right of Subtenant to make repairs or replacements and deduct the cost thereof from Rent.

10. LIENS

10.1. **Liens.** Subtenant shall keep the Premises free from any liens arising out of any work performed, material furnished or obligations incurred by or for Subtenant. In the event Subtenant does not, within five (5) days following the imposition of any such lien, cause the lien to be released of record by payment or posting of a proper bond, Sublandlord shall have in addition to all other remedies provided herein and by law or equity the right, but not the obligation, to cause the same to be released by such means as it shall deem proper, including, but not limited to, payment of the claim giving rise to such lien. All such sums paid by Sublandlord and all expenses it incurs in connection therewith (including, without limitation, reasonable attorneys' fees) shall be payable to Sublandlord by Subtenant upon demand. Sublandlord shall have the

right at all times to post and keep posted on the Premises any notices permitted or required by law or that Sublandlord deems proper for its protection and protection of the Premises from mechanics' and materialmen's liens. Subtenant shall give Sublandlord at least fifteen (15) days' prior written notice of the commencement of any repair or construction on any of the Premises.

11. COMPLIANCE WITH LAWS

11.1. Compliance with Laws. Subtenant shall promptly, at its sole expense, maintain the Premises and Subtenant's use and operations thereon in strict compliance at all times with all present and future Laws, whether foreseen or unforeseen, ordinary as well as extraordinary; provided, however Subtenant shall not be required to make repairs or structural changes to the Premises required solely to correct conditions affecting the Premises existing prior to the Commencement Date or not related to Subtenant's use of the Premises, unless the requirement for such changes is imposed as a result of any Alterations made or requested to be made by Subtenant. Such Laws shall include, without limitation, all Laws relating to health and safety and disabled accessibility including, without limitation, the Americans with Disabilities Act, 42 U.S.C. §§ 12101 et seq. and Title 24 of the California Code of Regulations, all present and future Environmental Laws (as defined in this Sublease below), and all applicable provisions of the San Francisco Environment Code. No occurrence or situation arising during the Term, nor any present or future Law, whether foreseen or unforeseen, and however extraordinary, shall give Subtenant any right to seek redress against Sublandlord for failing to comply with any Laws. Subtenant waives any rights now or hereafter conferred upon it by any existing or future Law to compel Sublandlord to make any repairs to comply with any such Laws, on account of any such occurrence or situation. Nothing in the foregoing however shall prohibit Subtenant from defending itself against liability related to or arising from any Hazardous Materials contamination or release.

11.2. Regulatory Approvals.

(a) **Responsible Party.** Subtenant understands and agrees that Subtenant's use of the Premises and construction of any Alterations permitted hereunder may require authorizations, approvals or permits from governmental regulatory agencies with jurisdiction over the Premises. Subtenant shall be solely responsible for obtaining any and all such regulatory approvals, including without limitation, any liquor permits or approvals. Subtenant shall not seek any regulatory approval without first obtaining the written consent of Sublandlord. Subtenant shall bear all costs associated with applying for, obtaining and maintaining any necessary or appropriate regulatory approval and shall be solely responsible for satisfying any and all conditions imposed by regulatory agencies as part of a regulatory approval. Any fines or penalties levied as a result of Subtenant's failure to comply with the terms and conditions of any regulatory approval shall be immediately paid and discharged by Subtenant, and Sublandlord shall have no liability, monetary or otherwise, for any such fines or penalties. Subtenant shall indemnify, protect, defend and hold harmless forever ("Indemnify") Sublandlord, City and Master Landlord, including, but not limited to, all of their respective officers, directors,

employees, agents, affiliates, subsidiaries, licensees, contractors, boards, commissions, departments, agencies and other subdivisions and each of the persons acting by, through or under each of them, and their respective heirs, legal representatives, successors and assigns, and each of them (the "Indemnified Parties"), against any and all claims, demands, losses, liabilities, damages, liens, injuries, penalties, fines, lawsuits and other proceedings, judgments and awards and costs and expenses, including, without limitation, reasonable attorneys' and consultants' fees and costs ("Losses") arising in connection with Subtenant's failure to obtain or comply with the terms and conditions of any regulatory approval.

11.3. Compliance with Sublandlord's Risk Management Requirements. Subtenant shall not do anything, or permit anything to be done, in or about the Premises or to any Alterations permitted hereunder that would create any unusual fire risk, and shall take commercially reasonable steps to protect Sublandlord from any potential premises liability. Subtenant shall faithfully observe, at its expense, any and all reasonable requirements of Sublandlord's Risk Manager with respect thereto and with the requirements of any policies of commercial general liability, all risk property or other policies of insurance at any time in force with respect to the Premises and any Alterations as required hereunder.

12. ENCUMBRANCES

12.1 Encumbrance By Subtenant. Notwithstanding anything to the contrary contained in this Sublease, Subtenant shall not under any circumstances whatsoever create any mortgage, deed of trust, assignment of rents, fixture filing, security agreement, or similar security instrument, or other lien or encumbrance or assignment or pledge of an asset as security in any manner against the Premises or Sublandlord's or Subtenant's interest under this Sublease.

13. DAMAGE OR DESTRUCTION

13.1. Damage or Destruction to the Premises. In the case of damage to or destruction of the Premises by earthquake, fire, flood or any other casualty, which (i) is not caused by Subtenant or Subtenant's Agents or Subtenant's Invitees, (ii) is not covered by the insurance described in Section 17 below, (iii) prevents Subtenant from operating the Premises for the purposes stated herein, and (iv) costs more to repair than the Repair amount set forth in the Basic Lease Information, either party may terminate this Sublease upon thirty (30) days prior written notice and upon any such termination Subtenant shall surrender the Premises in accordance with Section 19 (except for damage caused by a casualty pursuant to which this Sublease may be terminated under this Section 13.1) and both Parties shall be relieved of any liability for such termination or for repairing such damage. If neither Party terminates this Sublease as provided in this Section 13.1, then Subtenant shall, at its sole cost, promptly restore, repair, replace or rebuild the Premises to the condition the Premises were in prior to such damage or destruction, subject to any Alterations made in strict accordance with the requirements of Section 8.1 above. Under no circumstances shall Sublandlord have any obligation to repair, replace or rebuild the Premises in

the event of a casualty.

13.2. No Abatement in Rent. In the event of any damage or destruction to the Premises, and if neither party terminates this Sublease as provided in Section 13.1 above, there shall be no abatement in the Rent payable hereunder.

13.3. Waiver. The Parties understand and agree that the foregoing provisions of this Section are intended to govern fully the rights and obligations of the Parties in the event of damage or destruction to the Premises or Alterations, and Sublandlord and Subtenant each hereby waives and releases any right to terminate this Sublease in whole or in part under Sections 1932.2 and 1933.4 of the Civil Code of California or under any similar Laws now or hereafter in effect, to the extent such rights are inconsistent with the provisions hereof.

14. ASSIGNMENT AND SUBLETTING

14.1. Restriction on Assignment and Subletting. Subtenant shall not directly or indirectly (including, without limitation, by merger, acquisition or other transfer of any controlling interest in Subtenant), voluntarily or by operation of Law, sell, assign, encumber, pledge, sublease or otherwise transfer any part of its interest in or rights with respect to the Premises, any Alterations or its interest in this Sublease, or permit any portion of the Premises to be occupied by anyone other than itself, or sublet any portion of the Premises (a "Transfer"), without Sublandlord's prior written consent in each instance, which Sublandlord may grant or withhold in its sole and absolute discretion. Subtenant shall provide Sublandlord with a written notice of its intention to Transfer this Sublease or the Premises, together with a copy of the proposed Transfer agreement at least thirty (30) days prior to the commencement date of the proposed Transfer. Subtenant shall provide Sublandlord with such information regarding the proposed Transfer as Sublandlord may reasonably request. Subtenant may assign or Transfer its interest in this Sublease and the rights and privileges granted herein with respect to the Premises and/or the Alterations upon written notice to Sublandlord, and without Sublandlord's consent, to any person controlling, controlled by, or under common control with Subtenant.

14.2. Bonus Rental. If Sublandlord consents to a Transfer of any of Subtenant's interest in or rights with respect to the Premises pursuant to Section 14.1 above, then one hundred percent (100%) of any rent or other consideration payable to Subtenant in excess of the Base Rent payable hereunder (or the proportionate share thereof applicable to the portion of the Premises that is subject to the Transfer) shall be paid to Sublandlord immediately upon receipt by Subtenant.

15. DEFAULT; REMEDIES

15.1. Events of Default. Any of the following shall constitute an event of default ("Event of Default") by Subtenant hereunder:

(a) **Failure to Pay Rent.** Any failure to pay any Rent or any other sums due hereunder, including sums due for utilities, within five (5) days after such sums are due;

(b) **Covenants, Conditions and Representations.** Any failure to perform or comply with any other covenant, condition or representation made under this Sublease; provided, Subtenant shall have a period of ten (10) days from the date of written notice from Sublandlord of such failure within which to cure such default under this Sublease, or, if such default is not capable of cure within such 10-day period, Subtenant shall have a reasonable period to complete such cure if Subtenant promptly undertakes action to cure such default within such 10-day period and thereafter diligently prosecutes the same to completion and uses its best efforts to complete such cure within sixty (60) days after the receipt of notice of default from Sublandlord;

(c) **Vacation or Abandonment.** Any abandonment of the Premises for more than fourteen (14) consecutive days;

(d) **Bankruptcy.** The appointment of a receiver to take possession of all or substantially all of the assets of Subtenant, or an assignment by Subtenant for the benefit of creditors, or any action taken or suffered by Subtenant under any insolvency, bankruptcy, reorganization, moratorium or other debtor relief act or statute, whether now existing or hereafter amended or enacted; and

(e) **Notices of Default.** The delivery to Subtenant of three (3) or more notices of default within any twelve (12) month period, irrespective of whether Subtenant actually cures such default within the specified time period, may, in the sole and absolute discretion of the Authority, be deemed an incurable breach of this Sublease allowing the Authority to immediately terminate this Sublease without further notice or demand to Subtenant.

15.2. **Remedies.** Upon the occurrence of an Event of Default by Subtenant, Sublandlord shall have the following rights and remedies in addition to all other rights and remedies available to Sublandlord at Law or in equity:

(a) **Terminate Sublease and Recover Damages.** The rights and remedies provided by California Civil Code Section 1951.2 (damages on termination for breach), including, but not limited to, the right to terminate Subtenant's right to possession of the Premises and to recover the worth at the time of award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of rental loss for the same period that Subtenant proves could be reasonably avoided, as computed pursuant to subsection (b) of such Section 1951.2. Sublandlord's efforts to mitigate the damages caused by Subtenant's breach of this Sublease shall not waive Sublandlord's rights to recover unmitigated damages upon termination.

(b) **Appointment of Receiver.** The right to have a receiver appointed for Subtenant upon application by Sublandlord to take possession of the Premises and to apply any rental collected

from the Premises and to exercise all other rights and remedies granted to Sublandlord pursuant to this Sublease.

15.3. Sublandlord's Right to Cure Subtenant's Defaults. If Subtenant defaults in the performance of any of its obligations under this Sublease, then Sublandlord may at any time thereafter with three (3) days prior written notice (except in the event of an emergency as determined by Sublandlord where prior notice by Sublandlord is impractical), remedy such Event of Default for Subtenant's account and at Subtenant's expense. Subtenant shall pay to Sublandlord, as Additional Charges, promptly upon demand, all sums expended by Sublandlord, or other costs, damages, expenses or liabilities incurred by Sublandlord, including, without limitation, reasonable attorneys' fees, in remedying or attempting to remedy such Event of Default. Subtenant's obligations under this Section shall survive the termination of this Sublease. Nothing herein shall imply any duty of Sublandlord to do any act that Subtenant is obligated to perform under any provision of this Sublease, and Sublandlord's cure or attempted cure of Subtenant's Event of Default shall not constitute a waiver of Subtenant's Event of Default or any rights or remedies of Sublandlord on account of such Event of Default.

16. RELEASE AND WAIVER OF CLAIMS; INDEMNIFICATION

16.1. Release and Waiver of Claims. Subtenant, on behalf of itself and Subtenant's Agents, covenants and agrees that the Indemnified Parties shall not be responsible for or liable to Subtenant for, and, to the fullest extent allowed by any Laws, Subtenant hereby waives all rights against the Indemnified Parties and releases them from, any and all Losses, including, but not limited to, incidental and consequential damages, relating to any injury, accident or death of any person or loss or damage to any property, in or about the Premises, from any cause whatsoever, including without limitation, partial or complete collapse of the Premises due to an earthquake or subsidence, except only to the extent such Losses are caused solely by the gross negligence or willful misconduct of the Indemnified Parties. Without limiting the generality of the foregoing:

(a) Subtenant expressly acknowledges and agrees that the Rent payable hereunder does not take into account any potential liability of the Indemnified Parties for any consequential or incidental damages including, but not limited to, lost profits arising out of disruption to Subtenant's uses hereunder. Sublandlord would not be willing to enter into this Sublease in the absence of a complete waiver of liability for consequential or incidental damages due to the acts or omissions of the Indemnified Parties, and Subtenant expressly assumes the risk with respect thereto. Accordingly, without limiting any indemnification obligations of Subtenant or other waivers contained in this Sublease and as a material part of the consideration for this Sublease, Subtenant fully RELEASES, WAIVES AND DISCHARGES forever any and all claims, demands, rights, and causes of action for consequential and incidental damages and covenants not to sue the Indemnified Parties for such damages arising out of this Sublease or the uses authorized hereunder, including, without limitation, any interference with uses conducted by Subtenant pursuant to this Sublease regardless of the cause.

(b) Without limiting any indemnification obligations of Subtenant or other waivers contained in this Sublease and as a material part of the consideration for this Sublease, Subtenant fully RELEASES, WAIVES AND DISCHARGES forever any and all claims, demands, rights, and causes of action against, and covenants not to sue the Indemnified Parties under any present or future Laws, statutes, or regulations, including, but not limited to, any claim for inverse condemnation or the payment of just compensation under the law of eminent domain, or otherwise at equity, in the event that Sublandlord terminates this Sublease because of such claim for inverse condemnation or eminent domain.

(c) As part of Subtenant's agreement to accept the Premises in its "As Is" condition as provided herein, and without limiting such agreement and any other waiver contained herein, Subtenant on behalf of itself and its successors and assigns, waives its right to recover from, and forever RELEASES, WAIVES AND DISCHARGES, the Indemnified Parties from any and all Losses, whether direct or indirect, known or unknown, foreseen and unforeseen, that may arise on account of or in any way be connected with the physical or environmental condition of the Premises and any related improvements or any Laws or regulations applicable thereto or the suitability of the Premises for Subtenant's intended use.

(d) Subtenant acknowledges that it will not be a displaced person at the time this Sublease is terminated, and Subtenant fully RELEASES, WAIVES AND DISCHARGES the Indemnified Parties from any and all Losses and any and all claims, demands or rights against any of the Indemnified Parties under any present and future Laws, including, without limitation, any and all claims for relocation benefits or assistance from the Indemnified Parties under federal and state relocation assistance laws.

(e) Without limiting any other waiver contained herein, Subtenant, on behalf of itself and its successors and assigns, hereby waives its right to recover from, and forever RELEASES, WAIVES AND DISCHARGES, the Indemnified Parties from any and all Losses, whether direct or indirect, known or unknown, foreseen and unforeseen, that may arise on account of or in any way connected with the Indemnified Parties' decision to Sublease the Premises to Subtenant, regardless of whether or not such decision is or may be determined to be an act of gross negligence or willful misconduct of the Indemnified Parties.

(f) Subtenant covenants and agrees never to file, commence, prosecute or cause to be filed, commenced or prosecuted against the Indemnified Parties any claim, action or proceeding based upon any claims, demands, causes of action, obligations, damages, losses, costs, expenses or liabilities of any nature whatsoever encompassed by the waivers and releases set forth in this Section 16.1.

(g) In executing these waivers and releases, Subtenant has not relied upon any representation or statement other than as expressly set forth herein.

(h) Subtenant had made such investigation of the facts pertaining to these waivers and

releases as it deems necessary and assumes the risk of mistake with respect to such facts. These waivers and releases are intended to be final and binding on Subtenant regardless of any claims of mistake.

(i) In connection with the foregoing releases, Subtenant acknowledges that it is familiar with Section 1542 of the California Civil Code, which reads:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

Subtenant acknowledges that the releases contained herein include all known and unknown, disclosed and undisclosed, and anticipated and unanticipated claims. Subtenant realizes and acknowledges that it has agreed upon this Sublease in light of this realization and, being fully aware of this situation, it nevertheless intends to waive the benefit of Civil Code Section 1542, or any statute or other similar law now or later in effect. The waivers and releases contained herein shall survive any termination of this Sublease.

16.2. Subtenant's Indemnity. Subtenant, on behalf of itself and Subtenant's Agents, shall Indemnify the Indemnified Parties from and against any and all Losses arising out of Subtenant's use of the Premises, including but not limited to, any Losses arising directly or indirectly, in whole or in part, out of: (a) any damage to or destruction of any property owned by or in the custody of Subtenant or Subtenant's Agents or Subtenant's Invitees; (b) any accident, injury to or death of a person, including, without limitation, Subtenant's Agents and Subtenant's Invitees, howsoever or by whomsoever caused, occurring in, on or about the Premises; (c) any default by Subtenant in the observation or performance of any of the terms, covenants or conditions of this Sublease to be observed or performed on Subtenant's part; (d) the use, occupancy, conduct or management, or manner of use, occupancy, conduct or management by Subtenant, Subtenant's Agents or Subtenant's Invitees or any person or entity claiming through or under any of them, of the Premises or any Alterations; (e) any construction or other work undertaken by Subtenant on or about the Premises; and (f) any acts, omissions or negligence of Subtenant, Subtenant's Agents or Subtenant's Invitees, in, on, or about the Premises or any Alterations, except to the extent that such Indemnity is void or otherwise unenforceable under any applicable Laws in effect on or validly retroactive to the date of this Sublease and further except only to the extent such Losses are caused solely by the gross negligence or intentional wrongful acts and omissions of the Indemnified Parties. The foregoing Indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and Sublandlord's costs of investigating any Loss. Subtenant specifically acknowledges and agrees that it has an immediate and independent obligation to defend Sublandlord and the other Indemnified Parties from any claim which actually or potentially falls within this indemnity provision even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to Subtenant by Sublandlord and continues at all times thereafter. Subtenant's

obligations under this Section shall survive the expiration or sooner termination of this Sublease.

17. INSURANCE

17.1. **Required Insurance Coverage.** Subtenant, at its sole cost and expense, shall maintain, or cause to be maintained, through the Term of this Sublease, the following insurance:

(a) **General Liability Insurance.** Comprehensive or commercial general liability insurance, with limits not less than One Million Dollars (\$1,000,000) each occurrence combined single limit for bodily injury and property damage, including coverages for contractual liability, independent contractors, broad form property damage, personal injury, products and completed operations, fire damage and legal liability with limits not less than One Million Dollars (\$1,000,000), explosion, collapse and underground (XCU).

(b) **Automobile Liability Insurance.** Comprehensive or business automobile liability insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence combined single limit for bodily injury and property damage, including coverages for owned and hired vehicles and for employer's non-ownership liability, which insurance shall be required if any automobiles or any other motor vehicles are operated in connection with Subtenant's activity on the Premises or the Permitted Use.

(c) **Worker's Compensation and Employer's Liability Insurance.** If Subtenant has employees, Worker's Compensation Insurance in statutory amounts with Employer's Liability with limits not less than One Million Dollars (\$1,000,000.00) for each accident, injury or illness, on employees eligible for each.

(d) **Personal Property Insurance.** Subtenant, at its sole cost and expense, shall procure and maintain on all of its personal property and Alterations, in, on, or about the Premises, property insurance on an all risk form, excluding earthquake and flood, to the extent of full replacement value. The proceeds from any such policy shall be used by Subtenant for the replacement of Subtenant's personal property.

(e) **Other Coverage.** Such other insurance or different coverage amounts as is required by law or as is generally required by commercial owners of property similar in size, character, age and location as the Premises, as may change from time to time, or as may be required by the City's Risk Manager.

17.2. **Claims-Made Policies.** If any of the insurance required in Section 17.1 above is provided under a claims-made form of policy, Subtenant shall maintain such coverage continuously throughout the Term and without lapse for a period of three (3) years beyond the termination of this Sublease, to the effect that should occurrences during the Term give rise to claims made after termination of this Sublease, such claims shall be covered by such claims-made policies.

17.3. Annual Aggregate Limits. If any of the insurance required in Section 17.1 above is provided under a form of coverage which includes an annual aggregate limit or provides that claims investigation or legal defense costs be included in such annual aggregate limit, such annual aggregate limit shall be double the occurrence limits specified herein.

17.4. Payment of Premiums. Subtenant shall pay the premiums for maintaining all required insurance.

17.5. Waiver of Subrogation Rights. Notwithstanding anything to the contrary contained herein, Sublandlord and Subtenant (each a "Waiving Party") each hereby waives any right of recovery against the other party for any loss or damage sustained by such other party with respect to the Facility or the Premises or any portion thereof or the contents of the same or any operation therein, whether or not such loss is caused by the fault or negligence of such other party, to the extent such loss or damage is covered by insurance which is required to be purchased by the Waiving Party under this Sublease or is actually covered by insurance obtained by the Waiving Party. Each Waiving Party agrees to cause its insurers to issue appropriate waiver of subrogation rights endorsements to all policies relating to the Facility or the Premises; provided, the failure to obtain any such endorsement shall not affect the above waiver.

17.6. General Insurance Matters.

(a) All liability insurance policies required to be maintained by Subtenant hereunder shall contain a cross-liability clause, shall name as additional insureds the "THE TREASURE ISLAND DEVELOPMENT AUTHORITY, CITY AND COUNTY OF SAN FRANCISCO, THE UNITED STATES OF AMERICA, ACTING BY AND THROUGH THE DEPARTMENT OF THE NAVY, AND THEIR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS," shall be primary to any other insurance available to the additional insureds with respect to claims arising under this Sublease, and shall provide that such insurance applies separately to each insured against whom complaint is made or suit is brought except with respect to the limits of the company's liability.

(b) All insurance policies required to be maintained by Subtenant hereunder shall be issued by an insurance company or companies reasonably acceptable to Sublandlord with an AM Best rating of not less than A-VIII and authorized to do business in the State of California.

(c) All insurance policies required to be maintained by Subtenant hereunder shall provide for thirty (30) days' prior written notice of cancellation for any reason, intended non-renewal, or reduction in coverage below the requirements set forth herein to Subtenant and Sublandlord. Such notice shall be given in accordance with the notice provisions of Section 21.1 below.

(d) Subtenant shall deliver to Sublandlord certificates of insurance and additional insured policy endorsements in a form satisfactory to Sublandlord evidencing the coverages required

herein, together with evidence of payment of premiums, on or before the Commencement Date, and upon renewal of each policy not less than thirty (30) days before expiration of the term of the policy. Subtenant shall, upon Sublandlord's request, promptly furnish Sublandlord with a complete copy of any insurance policy required hereunder.

(e) Not more often than every year and upon not less than sixty (60) days' prior written notice, Sublandlord may require Subtenant to increase the insurance limits set forth in Section 17.1 above if Sublandlord finds in its reasonable judgment that it is the general commercial practice in San Francisco to carry insurance in amounts substantially greater than those amounts carried by Subtenant with respect to risks comparable to those associated with the use of the Premises.

(f) Subtenant's compliance with the provisions of this Section shall in no way relieve or decrease Subtenant's indemnification obligations herein or any of Subtenant's other obligations or liabilities under this Sublease.

(g) Notwithstanding anything to the contrary in this Sublease, Sublandlord may elect in Sublandlord's sole and absolute discretion to terminate this Sublease upon the lapse of any required insurance coverage by written notice to Subtenant.

18. ACCESS BY SUBLANDLORD

18.1. Access to Premises by Sublandlord.

(a) **General Access.** Sublandlord reserves for itself and Sublandlord's Agents, the right to enter the Premises and any portion thereof at all reasonable times upon not less than twenty-four (24) hours oral or written notice to Subtenant (except in the event of an emergency) for any purpose.

(b) **Emergency Access.** In the event of any emergency, as determined by Sublandlord, Sublandlord may, at its sole option and without notice, enter the Premises and alter or remove any Alterations or Subtenant's Personal Property on or about the Premises. Sublandlord shall have the right to use any and all means Sublandlord considers appropriate to gain access to any portion of the Premises in an emergency. In such case, Sublandlord shall not be responsible for any damage or injury to any such property, nor for the replacement of any such property and any such emergency entry shall not be deemed to be a forcible or unlawful entry onto or a detainer of, the Premises, or an eviction, actual or constructive, of Subtenant from the Premises or any portion thereof.

(c) **No Liability.** Sublandlord shall not be liable in any manner, and Subtenant hereby waives any claims, for any inconvenience, disturbance, loss of business, nuisance or other damage arising out of Sublandlord's entry onto the Premises, except damage resulting directly and exclusively from the gross negligence or willful misconduct of Sublandlord or Sublandlord's

Agents and not contributed to by the acts, omissions or negligence of Subtenant, Subtenant's Agents or Subtenant's Invitees.

18.2. Access to Premises by Master Landlord. Subtenant acknowledges and agrees that Master Landlord shall have all of the rights of access to the Premises described in the Master Lease.

19. SURRENDER

19.1. Surrender of the Premises. Upon the termination of this Sublease, Subtenant shall surrender to Sublandlord the Premises in the same condition as of the Commencement Date, ordinary wear and tear excepted, and free and clear of all liens, easements and other encumbrances created or suffered by, through or under Subtenant. On or before any termination hereof, Subtenant shall, at its sole cost, remove any and all of Subtenant's Personal Property from the Premises and demolish and remove any and all Alterations from the Premises (except for any Alterations that Sublandlord agrees are to remain part of the Premises pursuant to the provisions of Section 8.3 above). In addition, Subtenant shall, at its sole expense, repair any damage to the Premises resulting from the removal of any such items and restore the Premises to their condition immediately prior to the presence of any Alterations. In connection therewith, Subtenant shall obtain any and all necessary permits and approvals, including, without limitation, any environmental permits, and execute any manifests or other documents necessary to complete the demolition, removal or restoration work required hereunder. Subtenant's obligations under this Section shall survive the termination of this Sublease. Any items of Subtenant's Personal Property remaining on or about the Premises after the termination of this Sublease may, at Sublandlord's option and after thirty (30) days written notice to Subtenant, be deemed abandoned and in such case Sublandlord may dispose of such property in accordance with Section 1980, et seq., of the California Civil Code or in any other manner allowed by Law.

19.2. No Holding Over. If Subtenant fails to surrender the Premises to Sublandlord upon the termination of this Sublease as required by this Section, Subtenant shall Indemnify Sublandlord against all Losses resulting therefrom, including, without limitation, Losses made by a succeeding Subtenant resulting from Subtenant's failure to surrender the Premises. Subtenant shall have no right to hold over without the prior written consent of Sublandlord, which consent may be withheld in Sublandlord's sole and absolute discretion. If Sublandlord holds over the Premises or any part thereof after expiration or earlier termination of this Sublease, such holding over shall be terminable upon written notice by Sublandlord, and the Base Rent shall be increased to two hundred percent (200%) of the Base Rent in effect immediately prior to such holding over, and such holdover shall otherwise be on all the other terms and conditions of this Sublease. This Section shall not be construed as Sublandlord's permission for Subtenant to hold over. Acceptance of any holdover Base Rent by Sublandlord following expiration or termination of this Sublease shall not constitute an extension or renewal of this Sublease.

19.3. Security Deposit. Subtenant shall pay to Sublandlord upon execution of this Sublease a

security deposit in the amount set forth in the Basic Sublease Information as security for the faithful performance of all terms, covenants and conditions of this Sublease. Subtenant agrees that Sublandlord may (but shall not be required to) apply the security deposit in whole or in part to remedy any damage to the Premises caused by Subtenant, Subtenant's Agents or Subtenant's Invitees, or any failure of Subtenant to perform any other terms, covenants or conditions contained in this Sublease, without waiving any of Sublandlord's other rights and remedies hereunder or at Law or in equity. Should Sublandlord use any portion of the security deposit to cure any Event of Default by Subtenant hereunder, Subtenant shall immediately replenish the security deposit to the original amount, and Subtenant's failure to do so within five (5) days of Sublandlord's notice shall constitute a material Event of Default under this Sublease. Sublandlord's obligations with respect to the security deposit are solely that of debtor and not trustee. Sublandlord shall not be required to keep the security deposit separate from its general funds, and Subtenant shall not be entitled to any interest on such deposit. The amount of the security deposit shall not be deemed to limit Subtenant's liability for the performance of any of its obligations under this Sublease. To the extent that Sublandlord is not entitled to retain or apply the security deposit pursuant to this Section 20.3, Sublandlord shall return such security deposit to Subtenant within forty-five (45) days of the termination of this Sublease.

20. HAZARDOUS MATERIALS

20.1. No Hazardous Materials. Subtenant covenants and agrees that neither Subtenant nor any of Subtenant's Agents or Subtenant's Invitees shall cause or permit any material that, because of its quantity, concentration or physical or chemical characteristics, is deemed by any federal, state or local governmental authority to pose a present or potential hazard to human health or safety or to the environment, including, without limitation, any material or substance defined as a "hazardous substance," or "pollutant" or "contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA", also commonly known as the "Superfund" law), as amended (42 U.S.C. Sections 9601 et seq.), or pursuant to Section 25281 of the California Health & Safety Code; any "hazardous waste" listed pursuant to Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials whether or not such materials are part of the structure of any existing improvements on the Premises, or are naturally occurring substances on, in or about the Premises; and petroleum, including crude oil or any fraction thereof, and natural gas or natural gas liquids ("Hazardous Material") to be brought upon, kept, used, stored, generated or disposed of in, on or about the Premises or transported to or from the Premises without the prior written approval of Sublandlord, which approval may be withheld in Sublandlord's sole and absolute discretion. Subtenant shall immediately notify Sublandlord if and when Subtenant learns or has reason to believe there has been any release of Hazardous Material in, on or about the Premises. Sublandlord may from time to time request Subtenant to provide adequate information for Sublandlord to determine that any Hazardous Material permitted hereunder is being handled in compliance with all applicable federal, state or local Laws or policies relating to Hazardous Material (including, without limitation, its use, handling, transportation, production, disposal, discharge or storage) or to human health and safety, industrial hygiene or environmental

conditions in, on, under or about the Premises and any other property, including, without limitation, soil, air and groundwater conditions ("Environmental Laws"), and Subtenant shall promptly provide all such information. Sublandlord and Sublandlord's Agents shall have the right to inspect the Premises for Hazardous Material and compliance with the provisions hereof at all reasonable times upon reasonable advance oral or written notice to Subtenant (except in the event of an emergency). Subtenant agrees that it shall comply, without limiting the foregoing, with the provisions of Article 21 of the San Francisco Health Code including, without limitation, regarding obtaining and complying with the requirements of an approved hazardous materials management plan, and with the requirements of the environmental protection provisions provided for in Section 13 of the Master Lease.

20.2. Subtenant's Environmental Indemnity. If Subtenant breaches any of its obligations contained in Section 20.1 above, or, if any act or omission or negligence of Subtenant or any of Subtenant's Agents or Subtenant's Invitees results in any spilling, leaking, pumping, pouring, emitting, discharging, injecting, escaping, leeching or dumping ("Release") of Hazardous Material in, on, under or about the Premises or the Property, without limiting Subtenant's general Indemnity contained in Section 16.2 above, Subtenant, on behalf of itself and Subtenant's Agents, shall Indemnify the Indemnified Parties, and each of them, from and against any and all enforcement, investigation, remediation or other governmental or regulatory actions, agreements or orders threatened, instituted or completed pursuant to any Environmental Laws together with any and all Losses made or threatened by any third party against Sublandlord, Sublandlord's Agents, or the Premises, relating to damage, contribution, cost recovery compensation, loss or injury resulting from the presence, Release or discharge of any Hazardous Materials, including, without limitation, Losses based in common law, investigation and remediation costs, fines, natural resource damages, damages for decrease in value of the Premises, the loss or restriction of the use or any amenity of the Premises and attorneys' fees and consultants' fees and experts' fees and costs ("Hazardous Materials Claims") arising during or after the Term of this Sublease and relating to such Release. The foregoing Indemnity includes, without limitation, all costs associated with the investigation and remediation of Hazardous Material and with the restoration of the Premises or the Property to its prior condition including, without limitation, fines and penalties imposed by regulatory agencies, natural resource damages and losses, and revegetation of the Premises or other Sublandlord property. Without limiting the foregoing, if Subtenant or any of Subtenant's Agents or Subtenant's Invitees, causes or permits the Release of any Hazardous Materials in, on, under or about the Premises or the Property, Subtenant shall, immediately, at no expense to Sublandlord, take any and all appropriate actions to return the Premises or other Sublandlord property affected thereby to the condition existing prior to such Release and otherwise investigate and remediate the Release in accordance with all Environmental Laws. Subtenant shall provide Sublandlord with written notice of and afford Sublandlord a full opportunity to participate in any discussions with governmental regulatory agencies regarding any settlement agreement, cleanup or abatement agreement, consent decree, permit, approvals, or other compromise or proceeding involving Hazardous Material. Notwithstanding the foregoing however, Subtenant shall not be liable for any prior existing Hazardous Materials Release or the remediation thereof unless and only to the extent such

Release is exacerbated by Subtenant, Subtenant's Agents or Subtenant's Invitees.

20.3. Acknowledgment of Receipt of EBS and FOSL Reports. Subtenant hereby acknowledges for itself and Subtenant's Agents that, prior to the execution of this Sublease, it has received and reviewed the Environmental Baseline Survey ("EBS") and the Finding of Suitability to Lease ("FOSL") described in Section 7 of the Master Lease. California law requires landlords to disclose to tenants the presence or potential presence of certain Hazardous Materials. Accordingly, Subtenant is hereby advised that occupation of the Premises may lead to exposure to Hazardous Materials such as, but not limited to, gasoline, diesel and other vehicle fluids, vehicle exhaust, office maintenance fluids, tobacco smoke, methane and building materials containing chemicals, such as formaldehyde. Further, there are Hazardous Materials located on the Premises as described in the EBS and the FOSL. In addition, California's Proposition 65, Health and Safety Code Section 25249.6 et seq., requires notice that some of these Hazardous Materials are known by the State of California to cause cancer or reproductive harm. By execution of this Sublease, Subtenant acknowledges that the notices and warnings set forth above satisfy the requirements of California Health and Safety Code Sections 25249.6 et seq., 25359.7 and related statutes.

21. GENERAL PROVISIONS

21.1. Notices. Except as otherwise expressly provided in this Sublease, any notice given hereunder shall be effective only in writing and given by delivering the notice in person, or by sending it first class mail or certified mail with a return receipt requested or reliable commercial overnight courier, return receipt requested, with postage prepaid, to the appropriate addresses set forth in the Basic Sublease Information. Any Party hereunder may designate a new address for notice purposes hereunder at least ten (10) days prior to the effective date of such change. Any notice hereunder shall be deemed to have been given two (2) days after the date when it is mailed if sent by first class or certified mail, one day after the date it is made, if sent by commercial overnight carrier, or upon the date personal delivery is made, and any refusal by either Party to accept the attempted delivery of any notice, if such attempted delivery is in compliance with this Section 21.1 and applicable Laws, shall be deemed receipt of such notice.

21.2. No Implied Waiver. No failure by Sublandlord or Subtenant to insist upon the strict performance of any obligation under this Sublease or to exercise any right, power or remedy arising out of a breach thereof, irrespective of the length of time for which such failure continues, no acceptance of full or partial payment of Rent due hereunder during the continuance of any such breach, and no acceptance of the keys to or possession of the Premises prior to the expiration of the Term by any Agent of Sublandlord, shall constitute a waiver of such breach or of the waiving parties' right to demand strict compliance with such term, covenant or condition or operate as a surrender of this Sublease. No express written waiver of any default or the performance of any provision hereof shall affect any other default or performance, or cover any other period of time, other than the default, performance or period of time specified in such express waiver. One or more written waivers of a default or the performance of any provision

hereof shall not be deemed to be a waiver of a subsequent default or performance. The consent of Sublandlord given in any instance under the terms of this Sublease shall not relieve Subtenant of any obligation to secure the consent of Sublandlord in any other or future instance under the terms of this Sublease.

21.3. Amendments. Neither this Sublease nor any term or provision hereof may be changed, waived, discharged or terminated, except by a written instrument signed by the Parties hereto.

21.4. Authority. If Subtenant signs as a corporation, a partnership or a limited liability company, each of the persons executing this Sublease on behalf of Subtenant does hereby covenant and warrant that Subtenant is a duly authorized and existing entity, that Subtenant has and is qualified to do business in California, that Subtenant has full right and authority to enter into this Sublease, and that each and all of the persons signing on behalf of Subtenant are authorized to do so. Upon Sublandlord's request, Subtenant shall provide Sublandlord with evidence reasonably satisfactory to Sublandlord confirming the foregoing representations and warranties. Without limiting the generality of the foregoing, each party on its own behalf represents and warrants that it has full power to make the waivers and releases, indemnities and the disclosures set forth herein, and that it has received independent legal advice from its attorney as to the advisability of entering into a sublease containing those provisions and their legal effect. The persons who have executed this Sublease represent and warrant that they are duly authorized to execute this Sublease in their individual or representative capacity as indicated.

21.5. Joint and Several Obligations. The word "Subtenant" as used herein shall include the plural as well as the singular. If there is more than one Subtenant, the obligations and liabilities under this Sublease imposed on Subtenant shall be joint and several.

21.6. Interpretation of Sublease. The captions preceding the articles and sections of this Sublease and in the table of contents have been inserted for convenience of reference only and such captions shall in no way define or limit the scope or intent of any provision of this Sublease. This Sublease has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with herein and shall be interpreted to achieve the intents and purposes of the Parties, without any presumption against the party responsible for drafting any part of this Sublease. Provisions in this Sublease relating to number of days shall be calendar days, unless otherwise specified, provided that if the last day of any period to give notice, reply to a notice or to undertake any other action occurs on a Saturday, Sunday or a bank or Sublandlord holiday, then the last day for undertaking the action or giving or replying to the notice shall be the next succeeding business day. Use of the word "including" or similar words shall not be construed to limit any general term, statement or other matter in this Sublease, whether or not language of non-limitation, such as "without limitation" or similar words, are used. Unless otherwise provided herein, whenever the consent of Sublandlord is required to be obtained by Subtenant hereunder, Sublandlord may give or withhold such consent in its sole and absolute discretion.

21.7. Successors and Assigns. Subject to the provisions of Section 14, the terms, covenants and conditions contained in this Sublease shall bind and inure to the benefit of Sublandlord and Subtenant and, except as otherwise provided herein, their personal representatives and successors and assigns; provided, however, that upon any transfer by Sublandlord (or by any subsequent Sublandlord) of its interest in the Premises as lessee, including any transfer by operation of Law, Sublandlord (or any subsequent Sublandlord) shall be relieved from all subsequent obligations and liabilities arising under this Sublease subsequent to such transfer.

21.8. Brokers. Neither party has had any contact or dealings regarding the leasing of the Premises, or any communication in connection therewith, through any licensed real estate broker or other person who could claim a right to a commission or finder's fee in connection with the Sublease contemplated herein. In the event that any broker or finder perfects a claim for a commission or finder's fee based upon any such contact, dealings or communication, the party through whom the broker or finder makes a claim shall be responsible for such commission or fee and shall Indemnify the other party from any and all Losses incurred by the indemnified party in defending against the same. The provisions of this Section shall survive any termination of this Sublease.

21.9. Severability. If any provision of this Sublease or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Sublease, or the application of such provision to persons, entities or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each other provision of this Sublease shall be valid and be enforceable to the fullest extent permitted by Law.

21.10. Governing Law. This Sublease shall be construed and enforced in accordance with the Laws of the State of California and the federal government.

21.11. Entire Agreement. This instrument (including the exhibits hereto, which are made a part of this Sublease) contains the entire agreement between the Parties and supersedes all prior written or oral negotiations, discussions, understandings and agreements. The Parties further intend that this Sublease shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever (including prior drafts of this Sublease and any changes therefrom) may be introduced in any judicial, administrative or other legal proceeding involving this Sublease. Subtenant hereby acknowledges that neither Sublandlord nor Sublandlord's Agents have made any representations or warranties with respect to the Premises or this Sublease except as expressly set forth herein, and no rights, easements or licenses are or shall be acquired by Subtenant by implication or otherwise unless expressly set forth herein.

21.12. Attorneys' Fees. In the event that either Sublandlord or Subtenant fails to perform any of its obligations under this Sublease or in the event a dispute arises concerning the meaning or interpretation of any provision of this Sublease, the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other

party in enforcing or establishing its rights hereunder (whether or not such action is prosecuted to judgment), including, without limitation, court costs and reasonable attorneys' fees: For purposes of this Sublease, reasonable fees of attorneys in the Office of the San Francisco City Attorney (Sublandlord's General Counsel) shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the City Attorney's services were rendered who practice in the City and County of San Francisco in law firms with approximately the same number of attorneys as employed by the Office of the City Attorney. Further, for purposes of this Sublease, the term "attorneys' fees" shall mean the fees and expenses of counsel to the Parties, which may include printing, duplicating and other expenses, air freight charges, hiring of experts, and fees billed for law clerks, paralegals, librarians and others not admitted to the bar but performing services under the supervision of an attorney. The term "attorneys' fees" shall also include, without limitation, all such fees and expenses incurred with respect to appeals, mediations, arbitrations, and bankruptcy proceedings, and whether or not any action is brought with respect to the matter for which such fees and costs were incurred. The term "attorney" shall have the same meaning as the term "counsel".

21.13. Time of Essence. Time is of the essence with respect to all provisions of this Sublease in which a definite time for performance is specified.

21.14. Cumulative Remedies. All rights and remedies of either party hereto set forth in this Sublease shall be cumulative, except as may otherwise be provided herein.

21.15. Survival of Indemnities. Termination of this Sublease shall not affect the right of either party to enforce any and all indemnities and representations and warranties given or made to the other party under this Sublease, nor shall it affect any provision of this Sublease that expressly states it shall survive termination hereof. Subtenant specifically acknowledges and agrees that, with respect to each of the indemnities contained in this Sublease, Subtenant has an immediate and independent obligation to defend Sublandlord and the other Indemnified Parties from any claim which actually or potentially falls within the indemnity provision even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to Subtenant by Sublandlord and continues at all times thereafter.

21.16. Relationship of Parties. Sublandlord is not, and none of the provisions in this Sublease shall be deemed to render Sublandlord, a partner in Subtenant's business, or joint venturer or member in any joint enterprise with Subtenant. This Sublease is not intended nor shall it be construed to create any third party beneficiary rights in any third party, unless otherwise expressly provided. The granting of this Sublease by Sublandlord does not constitute authorization or approval by Sublandlord of any activity conducted by Subtenant on, in or relating to the Premises.

21.17. Recording. Subtenant agrees that it shall not record this Sublease nor any memorandum or short form hereof in the official records of any county.

21.18. **Non-Liability of Indemnified Parties' Officials, Employees and Agents.** No elective or appointive board, commission, member, officer or employee of any of the Indemnified Parties shall be personally liable to Subtenant, its successors and assigns, in the event of any default or breach by Sublandlord or for any amount which may become due to Subtenant, its successors and assigns, or for any obligation of Sublandlord under this Sublease.

21.19. **No Discrimination.** Subtenant shall comply with the non-discrimination provisions of Section 19.1 of the Master Lease, including, without limitation, posting all notices required therein.

21.20. **Counterparts.** This Sublease may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

21.21. **Master Landlord's Consent.** This Sublease is expressly conditioned upon receipt of the written consent of Master Landlord.

22. SPECIAL PROVISIONS

22.1. **Signs.** Subtenant agrees that it will not erect or maintain, or permit to be erected or maintained, any signs, notices or graphics upon or about the Premises which are visible in or from public corridors or other portions of any common areas of the Premises or from the exterior of the Premises, without Sublandlord's prior written consent, which Sublandlord may withhold or grant in its sole discretion.

22.2. **Public Transit Information.** Subtenant shall establish and carry on during the Term a program to encourage maximum use of public transportation by personnel of Subtenant employed on the Premises, including, without limitation, the distribution to such employees of written materials explaining the convenience and availability of public transportation facilities adjacent or proximate to the Premises and encouraging use of such facilities, all at Subtenant's sole expense.

22.3. **TIHDI Job Broker.** Subtenant shall comply with the requirements of the TIHDI Work Force Hiring Plan attached hereto as Exhibit F.

22.4. **Local Hiring.** Subtenant further agrees to use good faith efforts to hire residents of the City and County of San Francisco at all levels of Subtenant's personnel needs and to contract with local businesses for Subtenant's purchase of supplies, materials, equipment or services.

22.5. **Non-Discrimination in City Contracts and Benefits Ordinance.**

- (a) **Covenant Not to Discriminate.** In the performance of this Sublease, Subtenant

covenants and agrees not to discriminate on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability, weight, height or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status) against any employee of, any City employee working with, or applicant for employment with, Subtenant in any of Subtenant's operations within the United States, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by Subtenant.

(b) **Sub-Subleases and Other Subcontracts.** Subtenant shall include in all sub-subleases and other subcontracts relating to the Premises a non-discrimination clause applicable to such sub-subtenant or other subcontractor in substantially the form of subsection (a) above. In addition, Subtenant shall incorporate by reference in all sub-subleases and other subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all sub-subtenants and other subcontractors to comply with such provisions. Subtenant's failure to comply with the obligations in this subsection shall constitute a material breach of this Sublease.

(c) **Non-Discrimination in Benefits.** Subtenant does not as of the date of this Sublease and will not during the Term, in any of its operations or in San Francisco or with respect to its operations under this Sublease elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.

(d) **HRC Form.** As a condition to this Sublease, Subtenant shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (Form HRC-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Human Rights Commission (the "HRC"). Subtenant hereby represents that prior to execution of this Sublease, (i) Subtenant executed and submitted to the HRC Form HRC-12B-101 with supporting documentation; and (ii) the HRC approved such form.

(e) **Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapters 12B and 12C of the San Francisco Administrative Code relating to non-discrimination by parties contracting for the lease of City property are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Subtenant shall comply fully with and be bound by all of the provisions that apply to this Sublease under such Chapters of the Administrative Code, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Subtenant understands that pursuant to Section 12B.2(h) of the

San Francisco Administrative Code, a penalty of Fifty Dollars (\$50.00) for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Sublease may be assessed against Subtenant and/or deducted from any payments due Subtenant.

22.6. MacBride Principles - Northern Ireland. The City urges companies doing business in Northern Ireland to move toward resolving employment inequities and encourages them to abide by the MacBride Principles as expressed in San Francisco Administrative Code Section 12F.1, et seq. The City and County of San Francisco also urges San Francisco companies to do business with corporations that abide by the MacBride Principles. Subtenant acknowledges that it has read and understands the above statement of the City and County of San Francisco concerning doing business in Northern Ireland.

22.7. Tropical Hardwood and Virgin Redwood Ban. The City urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood product. Except as expressly permitted by the application of Section 802(b) and 803(b) of the San Francisco Environment Code, Subtenant shall not provide any items to the construction of tenant improvements or Alterations in the Premises, or otherwise in the performance of this Sublease, which are tropical hardwoods, tropical hardwood wood products, virgin redwood, or virgin redwood wood products. In the event Subtenant fails to comply in good faith with any of the provisions of Chapter 8 of the San Francisco Environment Code, Subtenant shall be liable for liquidated damages for each violation in an amount equal to Subtenant's net profit on the contract, or five percent (5%) of the total amount of the contract dollars, whichever is greater.

22.8. Conflicts of Interest. Subtenant states that it is familiar with the provisions of Section 8.105 and 8.106 of the San Francisco Charter and certifies that it knows of no facts which would constitute a violation of such provisions. Subtenant further certifies that it has made a complete disclosure to the Sublandlord of all facts bearing on any possible interests, direct or indirect, which Subtenant believes any officer or employee of the Sublandlord presently has or will have in this Sublease or in the performance thereof or in any portion of the profits thereof. Willful failure by Subtenant to make such disclosure, if any, shall constitute grounds for the Sublandlord's termination and cancellation of this Sublease.

22.9. Wages and Working Conditions. Subtenant agrees that any person performing labor in the construction of any tenant improvements and any Alterations to the Premises, which Subtenant provides under this Sublease, shall be paid not less than the highest prevailing rate of wages as required by Section 6.22(E) of the San Francisco Administrative Code, shall be subject to the same hours and working conditions, and shall receive the same benefits as in each case are provided for similar work performed in San Francisco, California. Subtenant shall include, in any contract for construction of such tenant improvements and Alterations, a requirement that all persons performing labor under such contract shall be paid not less than the highest prevailing rate of wages for the labor so performed. Subtenant shall require any contractor to provide, and

shall deliver to Sublandlord upon request, certified payroll reports with respect to all persons performing labor in the construction of such tenant improvement work or any Alterations to the Premises.

22.10. Prohibition of Tobacco Advertising. Subtenant acknowledges and agrees that no advertising of cigarettes or tobacco products is allowed on any real property owned by or under the control of Sublandlord or the City, including the Premises and the Property. This prohibition includes the placement of the name of a company producing, selling or distributing cigarettes or tobacco products or the name of any cigarette or tobacco product in any promotion of any event or product. This prohibition does not apply to any advertisement sponsored by a state, local or nonprofit entity designed to communicate the health hazards of cigarettes and tobacco products or to encourage people not to smoke or to stop smoking.

22.11. Pesticide Prohibition. Subtenant shall comply with the provisions of Section 308 of Chapter 3 of the San Francisco Environment Code (the "Pesticide Ordinance") which (i) prohibit the use of certain pesticides on City property, (ii) require the posting of certain notices and the maintenance of certain records regarding pesticide usage and (iii) require Subtenant to submit to Sublandlord an integrated pest management ("IPM") plan that (a) lists, to the extent reasonably possible, the types and estimated quantities of pesticides that Subtenant may need to apply to the Premises during the terms of this Sublease, (b) describes the steps Subtenant will take to meet the City's IPM Policy described in Section 300 of the Pesticide Ordinance and (c) identifies, by name, title, address and telephone number, an individual to act as Subtenant's primary IPM contact person with the City. In addition, Subtenant shall comply with the requirements of Sections 303(a) and 303(b) of the Pesticide Ordinance.

22.12. First Source Hiring Ordinance. The City has adopted a First Source Hiring Ordinance (Board of Supervisors Ordinance No. 264 98) which establishes specific requirements, procedures and monitoring for first source hiring of qualified economically disadvantaged individuals for entry level positions. Within thirty (30) days after Sublandlord adopts a First Source Hiring Implementation and Monitoring Plan in accordance with the First Source Hiring Ordinance, Subtenant shall enter into a First Source Hiring Agreement that meets the applicable requirements of Section 83.9 of the First Source Hiring Ordinance.

22.13. Sunshine Ordinance. In accordance with Section 67.24(e) of the San Francisco Administrative Code, contracts, contractors' bids, leases, agreements, responses to Requests for Proposals, and all other records of communications between City departments and persons or firms seeking contracts will be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract, lease, agreement or other benefit until and unless that person or organization is awarded the contract, lease, agreement or benefit. Information provided which is covered by this Section will be made available to the public upon request.

22.14. **Conflicts of Interest.** Through its execution of this Sublease, Subtenant acknowledges that it is familiar with the provisions of Section 15.103 of the San Francisco Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which would constitute a violation of said provisions, and agrees that if Subtenant becomes aware of any such fact during the Term of this Sublease, Subtenant shall immediately notify Sublandlord.

22.15. **Charter Provision.** This Sublease is governed by and subject to the provisions of the Charter of the City and County of San Francisco.

22.16. **Requiring Health Benefits for Covered Employees.** Unless exempt, Subtenant agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of Chapter 12Q are incorporated herein by reference and made a part of this Sublease as though fully set forth. The text of the HCAO is available on the web at www.dph.sf.ca.us/HCRes/Resolutions/2004Res/HCRes102004.shtml. Capitalized terms used in this Section and not defined in this Sublease shall have the meanings assigned to such terms in Chapter 12Q.

(a) For each Covered Employee, Subtenant shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Subtenant chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission.

(b) Notwithstanding the above, if Subtenant is a small business as defined in Section 12Q.3(d) of the HCAO, it shall have no obligation to comply with Subsection (a) above.

(c) Subtenant's failure to comply with the HCAO shall constitute a material breach of this Sublease. Sublandlord shall notify Subtenant if such a breach has occurred. If, within thirty (30) days after receiving City's written notice of a breach of this Sublease for violating the HCAO, Subtenant fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty (30) days, Subtenant fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, Sublandlord shall have the right to pursue the remedies set forth in Section 12Q.5(f)(1-5). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to Sublandlord.

(d) Any Subcontract entered into by Subtenant shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Subtenant shall notify City's Purchasing Department when it enters into such a Subcontract and shall certify to the Purchasing Department that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the

HCAO on Subcontractor through the Subcontract. Each Subtenant shall be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the Sublandlord may pursue the remedies set forth in this Section against Subtenant based on the Subcontractor's failure to comply, provided that Sublandlord has first provided Subtenant with notice and an opportunity to obtain a cure of the violation.

- (e) Subtenant shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying Sublandlord with regard to Subtenant's compliance or anticipated compliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.
- (f) Subtenant represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.
- (g) Subtenant shall keep itself informed of the current requirements of the HCAO.
- (h) Subtenant shall provide reports to Sublandlord in accordance with any reporting standards promulgated by Sublandlord under the HCAO, including reports on Subcontractors and Subtenants, as applicable.
- (i) Subtenant shall provide Sublandlord with access to records pertaining to compliance with the HCAO after receiving a written request from Sublandlord to do so and being provided at least five (5) business days to respond.
- (j) Sublandlord may conduct random audits of Subtenant to ascertain its compliance with HCAO. Subtenant agrees to cooperate with Sublandlord when it conducts such audits.
- (k) If Subtenant is exempt from the HCAO when this Sublease is executed because its amount is less than Twenty-Five Thousand Dollars (\$25,000) (or [Fifty Thousand Dollars (\$50,000) if Subtenant is a qualified nonprofit], but Subtenant later enters into an agreement or agreements that cause Subtenant's aggregate amount of all agreements with Sublandlord to reach Seventy-Five Thousand Dollars (\$75,000), all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Subtenant and the Contracting Department to be equal to or greater than Seventy-Five Thousand Dollars (\$75,000) in the fiscal year.

22.17. Notification of Limitations on Contributions. Through its execution of this Sublease, Subtenant acknowledges that it is familiar with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City or a state agency on whose board an appointee of a City elective officer serves, for the selling or leasing of any land or building to or from the City or a state agency on whose board an appointee of a City elective officer serves, from making any campaign contribution to (1) an individual

holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six (6) months after the date the contract is approved. Subtenant acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Subtenant further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Subtenant's board of directors; Subtenant's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Subtenant; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Subtenant. Additionally, Subtenant acknowledges that Subtenant must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126.

22.18. Preservative-Treated Wood Containing Arsenic. As of July 1, 2003, Subtenant may not purchase preservative-treated wood products containing arsenic in the performance of this Sublease unless an exemption from the requirements of Environment Code Chapter 13 is obtained from the Department of Environment under Section 1304 of the Environment Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniac copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Subtenant may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of Environment. This provision does not preclude Subtenant from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

22.19. Resource Efficient City Buildings and Pilot Projects. Subtenant acknowledges that the City and County of San Francisco has enacted San Francisco Environment Code Sections 700 to 707 relating to resource-efficient City buildings and resource-efficient pilot projects. Subtenant hereby agrees that it shall comply with all applicable provisions of such code sections.

22.20. Food Service Waste Reduction. Subtenant agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in the San Francisco Environment Code, Chapter 16, including the remedies provided, and implementing guidelines and rules as are applicable to Subtenant. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Sublease as though fully set forth. This provision is a material term of this Sublease. By entering into this Sublease, Subtenant agrees that if it breaches this provision, Sublandlord will suffer actual damages that will be impractical or extremely difficult to determine; further, Subtenant agrees that the sum of One Hundred

Dollars (\$100.00) liquidated damages for the first breach, Two Hundred Dollars (\$200.00) liquidated damages for the second breach in the same year, and Five Hundred Dollars (\$500.00) liquidated damages for subsequent breaches in the same year is a reasonable estimate of the damage that Sublandlord will incur based on the violation, established in light of the circumstances existing at the time this Sublease was made. Such amounts shall not be considered a penalty, but rather agreed monetary damages sustained by Sublandlord because of Subtenant's failure to comply with this provision.

22.21. Estoppel Certificates. At any time and from time to time, within twenty (20) days after Sublandlord's request, Subtenant will execute, acknowledge and deliver to Sublandlord a statement certifying the following matters: (a) the Commencement Date and Expiration Date of this Sublease; (b) that this Sublease is unmodified and in full force and effect (or if there have been modifications, that this Sublease is in full force and effect as modified and the date and nature of such modifications); (c) the dates to which the Rent has been paid; (d) to the best of Subtenant's knowledge that there are no Events of Default under this Sublease (or if there are any Events of Default, the nature of such Event of Default); and (e) any other matters reasonably requested by Sublandlord. Sublandlord and Subtenant intend that any such statement delivered pursuant to this paragraph may be relied upon by any assignee of Sublandlord's interest in the Master Lease or this Sublease, any mortgagee or any purchaser or prospective purchaser of the building or land on which the Premises are located. Subtenant's failure to execute and deliver any such instrument shall be an Event of Default under this Sublease.

22.22. Addendum. The terms of the Addendum, if any, attached to this Sublease are incorporated into the Sublease by reference. In the event of any inconsistency between the Sublease and the Addendum, the terms of the Addendum shall control.

Sublandlord and Subtenant have executed this Sublease in triplicate as of the date first written above.

SUBTENANT:
T-MOBILE WEST CORPORATION, a
Delaware corporation

By: _____

Its: _____

SUBLANDLORD:
Treasure Island Development Authority

By: _____

Mirian Saez
Director of Island Operations

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: _____
Deputy City Attorney

Sublease Prepared By: Richard A. Rovetti, Deputy Director of Real Estate _____
(initial)

EXHIBIT A
MASTER LEASE

EXHIBIT B

DIAGRAM OF PREMISES

EXHIBIT C

COVER PAGE OF THE SEISMIC REPORT

EXHIBIT D

RULES AND REGULATIONS

1. All rules and regulations set out in the Master Lease shall prevail.
2. No signs, advertisements, or notices shall be attached to, or placed on, the exterior or interior of the Building or elsewhere on the Property, without prior written approval of Sublandlord unless otherwise required by law.
3. Subtenant's contractors and invitees, while on the Premises or Subtenant's parking area, shall be subject to these Rules and Regulations, and will reasonably cooperate with Sublandlord and its agents, but will not be an agent or contractor of the Sublandlord or its agents. Subtenant's contractors shall be licensed by the State, insured and bonded at the amount required in the Sublease.
4. Subtenant shall install and maintain at Subtenant's expense, any life safety equipment required by governmental rules, regulations or laws to be kept on the Premises.

EXHIBIT E

STANDARD UTILITIES AND SERVICES AND RATES

Utilities Rate Schedule

Utility Service	Rate	Unit
Electric Rate	\$ 0.14	per kwh
Water Rate	\$ 5.40	per kgal
Sewer Rate	\$ 5.75	per kgal
Gas Rate	\$ 0.60	per therm

Rates are subject to adjustment.

Subtenant shall install utility Submeters to the reasonable satisfaction of Sublandlord as necessary for Subtenant's use.

Subtenant shall arrange for delivery of utility services to the premises by making a "Request for Utilities Services" by contacting:

San Francisco Public Utilities Commission
c/o Treasure Island Development Authority
410 Avenue of the Palms
Treasure Island
San Francisco, CA. 94130
Attn: Mr. Vic Zorzinsky
(415) 274-0333

EXHIBIT F

TIHDI WORKFORCE HIRING AGREEMENT

**ADDENDUM TO SUBLEASE
BETWEEN
THE TREASURE ISLAND DEVELOPMENT AUTHORITY
AND
T-MOBILE WEST CORPORATION,
a Delaware corporation**

This is an Addendum to the Sublease dated as of October 1, 2010, between the Treasure Island Development Authority ("Sublandlord"), and T-MOBILE WEST CORPORATION, a Delaware corporation ("Subtenant"), relating to certain premises described in the Sublease.

This Addendum supersedes and replaces the terms of the Sublease to which it is attached to the extent of any inconsistency between the Sublease and this Addendum. All capitalized terms used in this Addendum and not defined herein shall have the meanings set forth in the Sublease.

Sublandlord and Subtenant agree as follows:

1. **New Sections 22.23 and 22.24.** New Sections 22.23 and 22.24 are hereby added to the Sublease, which state in their entirety as follows:

"22.23. Radio Frequency Radiation and Electromagnetic Fields. Without limiting Section 11.1 above, Subtenant shall comply with all present and future laws, orders and regulations of federal, state, county and municipal authorities relating to allowable presence of or human exposure to Radiofrequency Radiation ("RFs") or Electromagnetic Fields ("EMFs") on or off the Premises, including without limitation, all applicable standards adopted by the Federal Communications Commission, whether such RF or EMF presence or exposure results from Subtenant's equipment alone or from the cumulative effect of Subtenant's equipment added to all other sources in and around the Premises, and Subtenant shall not cause an increase in RF or EMF levels in and around the Premises such that the cumulative levels exceed applicable standards adopted by the Federal Communications Commission. Sublandlord shall require any third party entering into an occupancy or use agreement after the Commencement Date to agree not to cause or knowingly permit an increase in RF or EMF levels in and around the Premises such that the cumulative levels exceed allowable levels. Without limiting the provisions of Tenant's indemnity contained in Section 16.2 (Subtenant's Indemnity), Subtenant, on behalf of itself and its successors and assigns, shall indemnify the "Indemnified Parties", and each of them, from and against all "Claims" incurred in connection with or arising in whole or in part from the presence of or exposure to RFs or EMFs resulting from Subtenant's use of the Premises.

22.24 Protection Against Interference. Subtenant will not permit its equipment or use of the Premises as a communications site to cause interference with or impairment of the City's 911 Public Communications Safety System or Citywide 800 MHz Radio System or other communication or computer equipment used by City, Sublandlord or any of its agents or subtenants. Subtenant will not use the Premises or its equipment located in the Premises in any way which interferes with any existing use of the Property prior to

this Sublease or any future use of the Property by Sublandlord or its subtenants (including, without limitation, Sublandlord's or its subtenants' use of the Property with related radio, telephone and other communications transmission and reception), and such interference shall be deemed a material breach of this Sublease by Subtenant, which shall, upon notice from Sublandlord, be responsible for terminating such interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, Sublandlord shall have the right to bring action to enjoin such interference or to terminate this Sublease immediately upon notice, at Sublandlord's election."

IN WITNESS WHEREOF, the parties have executed this Addendum as of the day and year first above written.

SUBTENANT:

**T-MOBILE WEST CORPORATION, a
Delaware corporation**

By: _____

Its: _____

SUBLANDLORD:

Treasure Island Development Authority

By: _____

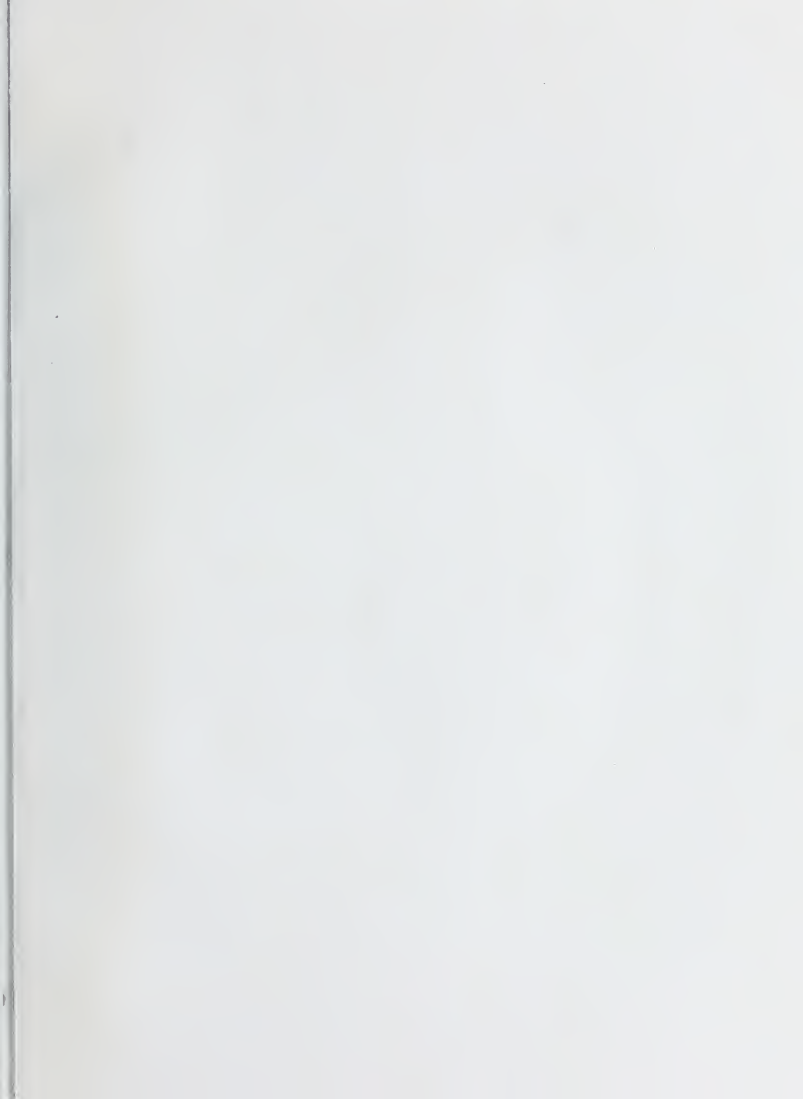
Mirian Saez

Director of Island Operations

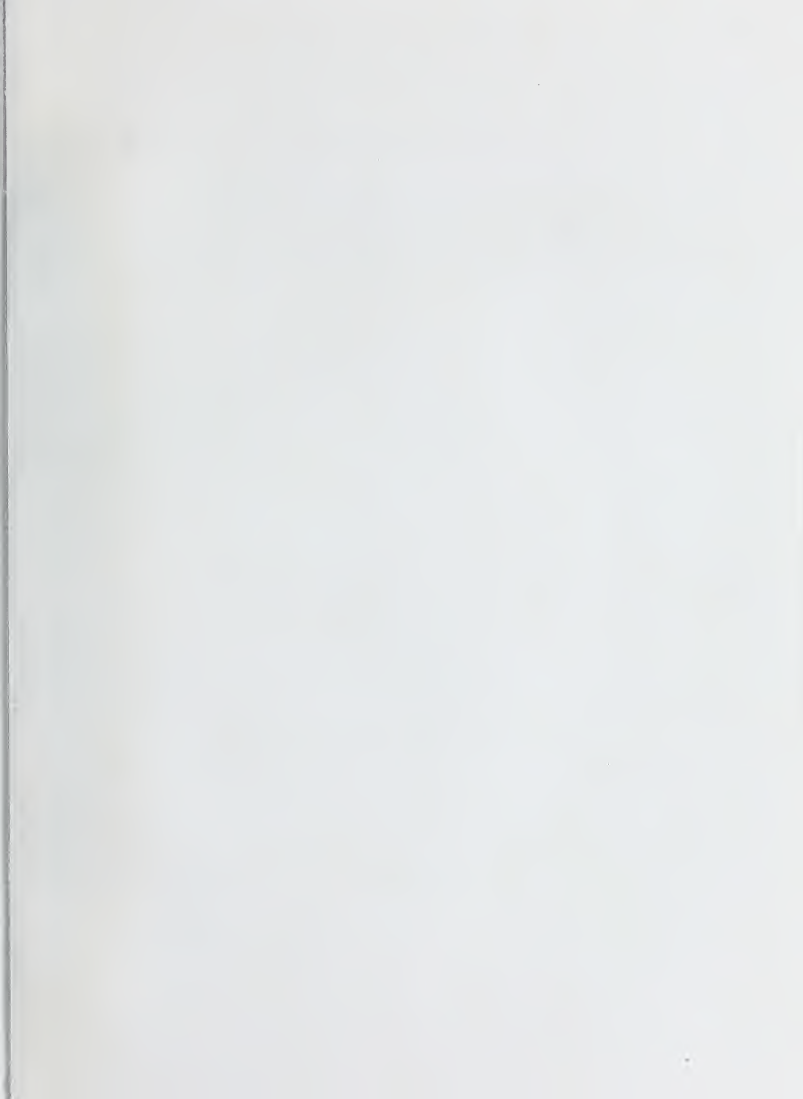
APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: _____
Deputy City Attorney







[Election of Officers of the Treasure Island Development Authority.]

Resolution Approving the Election of Officers of the Treasure Island Development Authority, as Nominated by the Ad Hoc Nomination Committee, to Serve an Annual Term of Office Commencing _____ and Ending _____

WHEREAS, Under the Treasure Island Development Authority ("TIDA") Bylaws, officers of the Board of Directors (the "Board") are to be chosen annually; and,

WHEREAS, The TIDA Bylaws allow the Board to create one or more committees consisting of two or more Directors to serve at the pleasure of the Board; and,

WHEREAS, At the July 14, 2010 TIDA meeting, the Board adopted a resolution establishing an Ad Hoc Nomination Committee, and 3 members were appointed by the President of the Board to serve as members of the TIDA Ad Hoc Nomination Committee; and,

WHEREAS, The Ad Hoc Nomination Committee met on October 13, 2010 to consider and nominate Officers for the TIDA Board of Directors, and the Ad Hoc Nomination Committee has reported to the full TIDA Board for consideration its nominations of _____ to serve as President, _____ to serve as Chief Financial Officer, and _____ to serve as Secretary of the TIDA Board; now therefore be it

RESOLVED, That the Board hereby elects _____ to serve as President, _____ to serve as Chief Financial Officer, and _____ to serve as Secretary of the TIDA Board, for _____ (insert months i.e. 11 or 12 months) beginning _____ (insert beginning date) and ending on _____ (insert end date).

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CERTIFICATE OF SECRETARY

I hereby certify that I am the duly elected Secretary of the Treasure Island Development Authority, a California nonprofit public benefit corporation, and that the above Resolution was duly adopted and approved by the Board of Directors of the Authority at a properly noticed meeting on October 13, 2010.

Helen Nigg, Secretary

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TREASURE ISLAND DEVELOPMENT AUTHORITY

ONE AVENUE OF THE PALMS,
2ND FLOOR, TREASURE ISLAND
SAN FRANCISCO, CA 94130
(415) 274-0660 FAX (415) 274-0299
WWW.SFTREASUREISLAND.ORG



MIRIAN SAEZ
DIRECTOR OF ISLAND OPERATIONS

Draft Minutes of Meeting
Treasure Island Development Authority
October 13, 2010

San Francisco City Hall
Room 400
San Francisco, CA

Gavin Newsom, Mayor

1. Call to Order

1:35 P.M.

Roll Call

Owen Stephens, *President*
John Elberling, *CFO*
Claudine Cheng
John Rahaim
Jean-Paul Samaha
Douglas Shoemaker

GOVERNMENT
DOCUMENTS DEPT

DEC - 6 2010

Excused

Helen Nigg
Supervisor Chris Daly

SAN FRANCISCO
PUBLIC LIBRARY

2. General Public Comment

Mr. Marc Connors, President of Good Neighbors of Treasure Island and Yerba Buena Island, provided an update on their activities. Spoke in support of the petition to save Treasure Island Chapel. Spoke in support of keeping a Treasure Island resident on the Authority Board.

Ms. Chantel Ginochino, an employee of Wine Valley Catering, thanked the Board and Director of Island Operations for the program that supports her ability to work and live on the Island.

3a. Director's Report

Mirian Saez, Director of Island Operations, provided a report on Island and staff activities over the past months. Stated that July and August saw a spike in residential burglaries and that an SFPD team was assembled to address the situation. On August 17th the Treasure Island playground was vandalized by fire, the damage is nearly \$10,000. Discussed Fleet Weekend activities on Treasure Island, including air show viewing, the Treasure Island Wine Fest, and staff coordination with Department of Parking and Traffic which paid dividends over the

weekend. In addition, improvements to the western waterfront area and along Avenue of Palms added to the public enjoyment of the weekend and to the beautification of the Island. Highlighted openings of The Winery SF in Building 180 North and of the Nimitz House on Yerba Buena Island by Monica Hobbs Catering. Discussed National Night Out on-Island in August, TIDA's two San Francisco State University interns collecting oral histories, and her recent trip to Washington DC to supervise the installation of the Miguel Covarrubias mural "Transportation of the Pacific Region" at the National Building Museum. Discussed upcoming Island Special Events including the 2010 Treasure Island Music Festival and the All-Star Dog Run.

There was no Public Comment on the Director's Report.

3b. Report by Office of Economic & Workforce Development

Mr. Rich Hillis, Office of Economic and Workforce Development, provided a report on redevelopment planning activities and negotiations with the United States Navy. Discussed staff work on response to comments on the draft Environmental Impact Review and the schedule for response to the EIR. Discussed planned proposal to modify the resident transition plan and ongoing work with CalTrans on the Bay Bridge ramps tie-ins.

There was no Public Comment on the Report by Office of Economic and Workforce Development.

3c. Report by the Treasure Island/Yerba Buena Island Citizen's Advisory Board (CAB)

There was no report by the CAB at this meeting.

There was no Public Comment on the Citizen Advisory Board report.

4. Communications

There was no discussion of the Communications by Directors.

There was no Public Comment on the Communications.

5. Ongoing Business by Directors

There was no discussion of Ongoing Business by Directors.

There was no Public Comment on the item.

6. Consent Agenda

There was no Public Comment on the Consent Agenda.

Director Stephens motioned for approval.

Director Elberling seconded the motion.

The item was approved unanimously.

7. Establishing the 2010-2011 Term of Office for the Officers of the Treasure Island Development Authority Board of Directors

8. Resolution Approving the Election of Officers of the Treasure Island Development Authority

Items 7 and 8 were called together.

Director Samaha, chair of the Ad-Hoc Nomination Committee, reported that the Committee met and voted to continue the item until next month. A subsequent meeting of the Committee will be held.

There was no Public Comment on Item 7.

There was no Public Comment on Item 8.

Director Stephens motioned to continue Item 7 until the next regular meeting.

Director Elberling seconded the motion.

The motion to continue was approved unanimously.

Director Stephens motioned to continue Item 8 until the next regular meeting.

Director Elberling seconded the motion.

The motion to continue was approved unanimously.

9. Discussion of Future Agenda Items by Directors

There was no discussion on this item.

There was no Public Comment on the item.

10. Adjourn

The meeting was adjourned at 1:55 PM.



CITY & COUNTY OF SAN FRANCISCO

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MIRIAN SAEZ
DIRECTOR OF ISLAND OPERATIONS

Minutes of Meeting
Treasure Island Development Authority
October 13, 2010

San Francisco City Hall
Room 400
San Francisco, CA

Gavin Newsom, Mayor

GOVERNMENT
DOCUMENTS DEPT

DEC 20 2010

SAN FRANCISCO
PUBLIC LIBRARY

1. Call to Order

1:35 P.M.

Roll Call

Owen Stephens, *President*
John Elberling, *CFO*
Claudine Cheng
John Rahaim
Jean-Paul Samaha
Douglas Shoemaker

Excused

Helen Nigg
Supervisor Chris Daly

2. General Public Comment

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Director Stephens motioned for approval.

Director Elberling seconded the motion.

The item was approved unanimously.

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8. **Resolution Approving the Election of Officers of the Treasure Island Development Authority**

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9. **Discussion of Future Agenda Items by Directors**

There was no discussion on this item.

There was no Public Comment on the item.

10. **Adjourn**

The meeting was adjourned at 1:55 PM.

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